



सत्यमेव जयते

भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY
साप्ताहिक
WEEKLY

सं. 31] नई दिल्ली, जुलाई 26—अगस्त 1, 2015, शनिवार/श्रावण 4—श्रावण 10, 1937
No. 31] NEW DELHI, JULY 26—AUGUST 1, 2015, SATURDAY/SRAVANA 4—SRAVANA 10, 1937

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)

नई दिल्ली, 16 जुलाई, 2015

का. आ. 1522.—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उपधारा (1) के खंड (ड) के उपखंड (ii) के अनुसरण में, केन्द्रीय सरकार, एतद्वारा, वाणिज्य विभाग, वाणिज्य एवं उद्योग मंत्रालय, नई दिल्ली की सचिव सुश्री रीता ए० तेओतिया, आईएएस (गुजरात:1981) को श्री राजीव खेर के स्थान पर तत्काल प्रभाव से और अगले आदेश होने तक भारतीय निर्यात-आयात बैंक के निदेशक मण्डल में निदेशक नामित करती है।

[फा० सं० 24/27/2002-आईएफ-1 (खण्ड V)]
ए. के. डोगरा, उप सचिव

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 16th July, 2015

S.O.1522.—In pursuance of Sub-Clause (ii) of Clause (e) of sub-section (1) of Section 6 of the Export Import Bank of India Act, 1981 (28 of 1981), the Central Government

3144 GI/15

hereby nominates Ms. Rita A. Teatota, IAS (GJ:1981), Secretary, Department of Commerce, Ministry of Commerce and Industry, New Delhi as Director on the Board of Export Import Bank of India (EXIM Bank) vice Shri Rajeev Kher with immediate effect and until further orders.

[F. No. 24/27/2002-IF-I (Vol. V)]
A.K. DOGRA, Dy. Secy.

नई दिल्ली, 30 जुलाई, 2015

का. आ. 1523.—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा (6) की उपधारा (1) के खंड (ड) के उपखंड (ii) के अनुसरण में, केन्द्रीय सरकार, एतद्वारा, आईडीबीआई बैंक के उप प्रबंध निदेशक श्री बी०के० बतरा को तत्काल प्रभाव से और अगले आदेश होने तक श्री एम०एस० राघवन के स्थान पर भारतीय निर्यात-आयात बैंक (एक्जिम बैंक) के निदेशक मण्डल में निदेशक नामित करती है।

[फा० सं० 9/16/2012-आईएफ-1]
ए. के. डोगरा, उप सचिव

New Delhi, the 30th July, 2015

S.O.1523.—In pursuance of Sub-Clause (ii) of Clause (e) of sub-section (1) of Section 6 of the Export Import Bank

(3225)

of India Act, 1981 (28 of 1981), the Central Government hereby nominates Shri B.K. Batra, Deputy Managing Director IDBI Bank as a Director on the Board of Export Import Bank of India (EXIM Bank) vice Shri M.S. Raghvan with immediate effect and until further orders.

[F. No. 9/16/2012-IF-I]

A.K. DOGRA, Dy. Secy.

नई दिल्ली, 30 जुलाई, 2015

का. आ.1524.—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उपधारा (1) के खंड (ड) के उपखंड (ii) के अनुसरण में, केन्द्रीय सरकार, एतद्वारा, सेन्ट्रल बैंक आफ इंडिया के अध्यक्ष एवं प्रबंध निदेशक श्री राजीव त्रिषि को तत्काल प्रभाव से और अगले आदेश होने तक श्री एस.एस. मुंद्रा के स्थान पर भारतीय निर्यात-आयात बैंक (एक्जिम बैंक) के निदेशक मण्डल में निदेशक नामित करती है।

[फा सं. 9/16/2012-आईएफ-1]

ए.के. डोगरा, उप सचिव

New Delhi, the 30th July, 2015

S.O.1524.—In pursuance of Sub-Clause (ii) of Clause (e) of sub-section (1) of Section 6 of the Export Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby nominates Shri Rajeev Rishi, CMD, Central Bank of India as a Director on the Board of Export Import Bank of India (EXIM Bank) vice Shri S. S. Mundra with immediate effect and until further orders.

[F. No. 9/16/2012-IF-I]

A.K. DOGRA, Dy. Secy.

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

(राजभाषा यूनिट)

नई दिल्ली, 22 जुलाई, 2015

का. आ.1525.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम 4 के अनुसरण में, मानव संसाधन विकास मंत्रालय (स्कूल शिक्षा एवं साक्षरता विभाग और उच्चतर शिक्षा विभाग) के अंतर्गत निम्नलिखित कार्यालयों को ऐसे कार्यालय के रूप में, जिसके 80 प्रतिशत से अधिक कर्मचारी-वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

1. राष्ट्रीय मुक्त विद्यालयी शिक्षा संस्थान, क्षेत्रीय कार्यालय, धर्मशाला, द्वितीय तल, चामुंडा माता स्टील एवं बिल्डिंग मैटिरियल, दारी रोड, धर्मशाला, जिला-कांगड़ा, हिमाचल प्रदेश-176057
2. इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय (इग्नू) के क्षेत्रीय केंद्र
 - I. इग्नू क्षेत्रीय केंद्र
प्लॉट नं० 207, कावेरी हिल्स, फेज-II
जुबिली हिल्स पीओ हैदराबाद-500 033
 - II. इग्नू क्षेत्रीय केंद्र
9-76-18, फर्स्ट फ्लोर
एस०के०पी०डब्ल्यू हिंदू हाई स्कूल परिसर
कोठापेट-विजयवाड़ा-520 001
 - III. इग्नू क्षेत्रीय केंद्र
ज्ञान वाटिका, 14 हिंदुस्तान कॉलोनी

अमरावती रोड, 440 033, नागपुर

3. केंद्रीय विद्यालय, सी०एम०ई०आर०आई०, दुर्गापुर, जिला-वर्धमान-713209 (पश्चिम बंगाल)
4. केंद्रीय विद्यालय संगठन, शिक्षा एवं प्रशिक्षण का आंचलिक संस्थान, भुवनेश्वर, केंद्रीय विद्यालय क्रमांक 3 परिसर, मंचेश्वर रेलवे कॉलोनी, भुवनेश्वर-751017 (ओडिशा)

[सं. 11011/2/2015-राभाए०]

सुखबीर सिंह संधु, संयुक्त सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Higher Education)

(O.L. UNIT)

New Delhi, the 22nd July, 2015

S.O. 1525.—In pursuance of Sub. rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the Ministry of Human Resource Development, (Department of School Education & Literacy & Department of Higher Education) as office, whose more than 80% members of the staff have acquired working knowledge of Hindi.

1. National Institute of Open Schooling
Regional Office, Dharamshala,
IInd Floor, Chamunda Mata Steel & Building Material,
Dari Road, Dharamshala, Zila-Kangra, Himachal Pradesh-176 057
2. Regional Centres of Indira Gandhi National Open University
 - I. IGNOU Regional Centre
Plot No. 207, Kavuri Hills, Phase-II
Jubilee Hills, PO
Hyderabad-500 033
 - II. IGNOU Regional Centre
9-76-18, Ist Floor,
SKPW Hindu High School Premises,
Kothapet, Vijayawada-520 001.
 - III. IGNOU Regional Centre, 'Gyan Vatika',
14, Hindustan Colony,
Amravati Road, Nagpur-440 033
3. Kendriya Vidyalaya, CMERI, Durgapur, Dist. Burdwan
(West Bengal)-713 209
4. Kendriya Vidyalaya Sangathan,
Zonal Institute of Education & Training,
Bhubaneswar,
Kendriya Vidyalaya No. 3 Campus,
Mancheswar Railway Colony, Bhubaneshwar-751 017 (Odisha).

[No. 11011-2/2015-O.L.U.]

SUKHBIR SINGH SANDHU, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 17 जुलाई, 2015

का.आ.1526.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम (4) के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:—

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा० मा०	भाग	अनु	वर्ष
1.	एल-2730047	01.10.2014	मै० कपूर इन्टरनेशनल, 20/4, मथुरा रोड, एनएपीसीओ गीयर कम्पाउंड, फरीदाबाद, हरियाणा	निजी सुरक्षा उपस्कर भाग 2 सुरक्षा फुटवियर	15298	02	-	2011
2.	एल-2730754	08.10.2014	मै० एबी फायर सेफ्टी सिस्टम एलएलपी, 587, एमआईईई, पार्ट ए, बहादुरगढ़-124507, जिला झज्जर, हरियाणा	पोर्टेबल फायर एक्सटिंगशर, परफोर्मेंस और कंसट्रक्सन	15683	-	-	2006
3.	एल-2731352	10.10.2014	मै० जे०के० ज्वैलर्स, मेन बाजार, बहादुरगढ़-124507, जिला झज्जर, हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएं- महीनता एवं मुहरांकन	1417	-	-	1999
4.	एल-2733255	14.10.2014	मै० रावत वाटर उद्योग, गाँव भावलपुर, देवी के मन्दिर के पास पी ओ फतेहपुर बिलौच, फरीदाबाद-121001, हरियाणा	पैकेजबन्द पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
5.	एल-2739570	07.11.2014	मै० के स्टार ज्वैलर्स, शॉप नं० 21-22, प्रथम तल गोल्ड सूक मॉल, सुशान्त लोक फेस 1, ब्लॉक सी, गुडगांव, हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएं- महीनता एवं मुहरांकन	1417	-	-	1999
6.	एल-2741860	13.11.2014	मै० प्रोफेशनल इमेजिंग इन्क, 2074, एमआईईई, बहादुरगढ़, जिला झज्जर, हरियाणा	डायग्नोस्टिक मैडिकल एक्स-रे इक्वूपमेंट	7620	01	-	1986
7.	एल-2742155	20.11.2014	मै० पीएमवी न्यूट्रिएन्ट प्रोडक्ट्स प्रा०लि०, 7 के एम पटौदी, रिवाड़ी रोड, पीएमवी चौक, गांव गदड़पुर, तहसील पटौदी, जिला गुडगांव-122503, हरियाणा	मिल्क फूड्स माल्टिड	1806	-	-	1975

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा० मा०	भाग	अनु	वर्ष
8.	एल-2742256	20.11.2014	मै० विजय इन्टरप्राइसिस, 702, संजय कालोनी-1, सैक्टर-23, फरीदाबाद-121005, हरियाणा	निमज्जनीय पम्पसेट	8034	-	-	2002
9.	एल-2744664	28.11.2014	मै० इन्डो लैमीनेट्स प्रा० लि०, 44 के एम स्टोन, दिल्ली मथुरा रोड, गांव रोहद, बहादुरगढ़-124507 जिला झज्जर, हरियाणा	सजावटी थर्मोसेटिंग संश्लिष्ट रेजीनबद्ध परतदार चादरें	2046	-	-	1995
10.	एल-9512340018	03.12.2014	मै० हिमजल इन्टरप्राइसिस, गांव ददसिया, पोस्ट तिलपत, फरीदाबाद-121008, हरियाणा	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
11.	एल-9512340119	04.12.2014	मै० इन्फोरमेग एनर्जी प्रा० लि०, 456, पेस सिटी-II, इण्डस्ट्रीयल एरिया, सैक्टर-37, गुडगांव-122001, हरियाणा	ए सी स्थैतिक घंटा मीटर वर्ग 1 और 2	13779	-	-	1999
12.	एल-9512340220	05.12.2014	मै० भोला सन्स ज्वैलर्स (गोल्ड सूक), 19-20, सी ब्लॉक, सुशान्त लोक, फेस-1 गुडगांव-122002, हरियाणा	चाँदी एवं चाँदी मिश्रधातु आभूषण/शिल्प वस्तुएं- महीनता एवं मुहरांकन	2112	-	-	2003
13.	एल-9512340313	12.12.2014	मै० एजी बेवरेजिस एण्ड बोटलिंग, गांव मालपुरा, दिल्ली जयपुर रोड, धारूहेड़ा, हीरो मोटर्स के सामने, रिवाड़ी-123401, हरियाणा	पैकेजबंद पेज जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
14.	एल-9512340414	12.12.2014	मै० घांशी राम लाजपत रॉय, पुराना अनाज मण्डी चौक, रेलवे रोड, रोहतक-124001 हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएं- महीनता एवं मुहरांकन	1417	-	-	1999
15.	एल-9512340515	12.12.2014	मै० भोला सन्स ज्वैलर्स (गोल्ड सूक), जीएफ-12ए और बी, 14डी, गोल्ड सूक मॉल, ब्लॉक सुशान्त लोक-1, गुडगांव, हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएं- महीनता एवं मुहरांकन	1417	-	-	1999
16.	एल-9512340616	12.12.2014	मै० भोला सन्स ज्वैलर्स (गोल्ड सूक), जीएफ-12ए और बी, 14डी, गोल्ड सूक मॉल, ब्लॉक सुशान्त लोक-1, गुडगांव, हरियाणा	चाँदी एवं चाँदी मिश्रधातु आभूषण/शिल्प वस्तुएं- महीनता एवं मुहरांकन	2112	-	-	2003

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा० मा०	भाग	अनु	वर्ष
17.	एल-9512340717	12.12.2014	मै० बीशनदयाल ज्वैलर्स, एफएफ-1, गोल्ड सूक, फेस-1, ब्लॉक सी, सुशान्त लोक-1, गुडगांव-122002, हरियाणा	चाँदी एवं चाँदी मिश्रधातु आभूषण/शिल्प वस्तुएं- महीनता एवं मुहरांकन	2112	-	-	2003
18.	एल-9512340818	12.12.2014	मै० धन लक्ष्मी ज्वैलर्स, रेलवे रोड, रोहतक-124001, हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएं- महीनता एवं मुहरांकन	1417	-	-	1999
19.	एल-9512340919	15.12.2014	मै० लक्सफर उत्तम इण्डिया प्रा० लि०, प्लॉट नं. 41, सैक्टर-6, फरीदाबाद-121006, हरियाणा	पोर्टेबल फायर एक्सटिंगुशर परफोर्मेंस और कंसट्रक्सन	15683	-	-	2006
20.	एल-9512341020	26.12.2014	मै० लवनीत मिनरलस वाटर, पल्ला पावर हाउस-3, (डीएलएफ एरिया), फरीदाबाद-121005, हरियाणा	पैकेजबन्द पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
21.	एल-9512341113	29.12.2014	मै० एसआरएस ज्वैलर्स, यूनिट ऑफ एसआरएस (लि०), कमेटी चौक, देवी मन्दिर के पास, जिला पलवल-121102, (हरियाणा)	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएं- महीनता एवं मुहरांकन	1417	-	-	1999

[सं० सीएमडी/13:11]

बिन्दु कुमार, अनुभाग अधिकारी

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION(Department of Consumer Affairs)
(BUREAU OF INDIAN STANDARDS)

New Delhi, the 17th July, 2015

S. O. 1526.— In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No. CM/L-	Grant Date	Name & Address of the Licensee	Title of the Standard	IS No.	Part.	Sec.	Year
1.	L-2730047	01.10.2014	M/s. Kapoor International, 20/4, Mathura Road, NAPCO GEAR COMPOUND, Faridabad, Haryana	Safety, Protective & Occupational Footwear for Professional use Part 2—Specification for Safety Footwear	15298	02	-	2011
2.	L-2730754	08.10.2014	M/s. AB Fire Safety Systems LLP, 587, M.I.E., Part A, Bahadurgarh-124507, Distt. Jhajjar, Haryana	Portable Fir Extinguishers- Performance and Construction	15683	-	-	2006

Sl. No.	Licence No. CM/L-	Grant Date	Name & Address of the Licensee	Title of the Standard	IS No.	Part.	Sec.	Year
3.	L-2731352	10.10.2014	M/s J.K. Jewellers, Main Bazar, Bahadurgarh-124507, Distt. Jhajjar, Haryana	Gold & Gold Alloys, Jewellery/Artefacts— Fineness and Marking	1417	-	-	1999
4.	L-2733255	14.10.2014	M/s Rawat Water Udyog, Village Bhawalpur, Near Devi Ka Mandir, P.O. Fatehpur Billoch, Faridabad-121001	Packaged Drinking Water (Other Than Natural Mineral Water)	14543	-	-	2004
5.	L-2739570	07.11.2014	M/s K STAR Jewels, Shop No. 21-22, First Floor, Gold Souk Mall, Sushant Lok, Phase 1, Block C, Gurgaon, Haryana	Gold & Gold Alloys, Jewellery/Artefacts— Fineness and Marking	1417	-	-	1999
6.	L-2741860	13.11.2014	M/s Professional Imaging Inc., 2074, M.I.E., Bahadurgarh, Distt. Jhajjar, Haryana	Diagnostic Medical X-ray Equipment Part 1: General & Safety Requirements	7620	01	-	1986
7.	L-2742155	20.11.2014	M/s PMV Nutrient Products Pvt. Ltd., 7th KM Pataudi, Rewari Road, PMV Chowk, Village Gadaipur, Tehsil Pataudi, Distt. Gurgaon-122503, Haryana	Malted Milk Foods	1806	-	-	1975
8.	L-2742256	20.11.2014	M/s Vijay Enterprises, 702, Sanjay Colony-1, Sector-23, Faridabad-121005, Haryana	Submersible Pumpset	8034	-	-	2002
9.	L-2744664	28.11.2014	M/s Indo Laminates Pvt. Ltd., 44 KM Stone, Delhi Mathura Road, Village Rohad, Bahadurgarh-124507, Distt. Jhajjar, Haryana	Decorative Thermosetting Synthetic Resin Bonded Laminated Sheets	2046	-	-	1995
10.	L-9512340018	03.12.2014	M/s Himjal Enterprises, Village Dadsiya, Post Tilpat, Faridabad-121008, Haryana	Packaged Drinking Water (Other Than Natural Mineral Water)	14543	-	-	2004

Sl. No.	Licence No. CM/L-	Grant Date	Name & Address of the Licensee	Title of the Standard	IS No.	Part.	Sec.	Year
11.	L-9512340119	04.12.2004	M/s Informage Energy Private Limited, 456, Pace City-II, Industrial Area, Sector-37, Gurgaon-122001, Haryana	ac Static Watthour Meter Class 1 & 2	13779	-	-	1999
12.	L-9512340220	05.12.2014	M/s Bhola Sons Jewellers (Gold Souk), 19-20, C Block, Sushant Lok, Phase-1, Gurgaon-122002, Haryana	Silver & Silver Alloys, Jewellery/Artefacts— Fineness and Marking	2112	-	-	2003
13.	L-9512340313	12.12.2014	M/s AG Beverages & Bottling, Village Malpura, Delhi Jaipur Road, Opp. Hero Motors, Dharuhera, Rewari-123401, Haryana	Packaged Drinking Water (Other Than Natural Mineral Water)	14543	-	-	2004
14.	L-9512340414	12.12.2014	M/s Ghashi Ram Lajpat Rai, Old Anaj Mandi Chowk, Railway Road, Rohtak-124001, Haryana	Gold & Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
15.	L-9512340515	12.12.2014	M/s Bhola Sons Jewellers (Gold Souk), GF-12A & B, 14 D, Gold Souk Mall, Block, Sushant Lok-I, Gurgaon, Haryana	Gold & Gold Alloys, Jewellery/Artefacts— Fineness and Marking	1417	-	-	1999
16.	L-9512340616	12.12.2014	M/s Bhola Sons Jewellers (Gold Souk), GF-12A & B, 14 D, Gold Souk Mall, Block, Sushant Lok-I, Gurgaon, Haryana	Silver & Silver Alloys, Jewellery/Artefacts— Fineness and Marking	2112	-	-	2003
17.	L-9512340717	12.12.2014	M/s Bishandayal Jewellers, FF-1, Gold Souk, Phase-I, Block C, Sushant Lok, Gurgaon-122002, Haryana	Silver & Silver Alloys, Jewellery/Artefacts- Fineness and Marking	2112	-	-	2003
18.	L-9512340818	12.12.2014	M/s Dhan Laxmi Jewellers, Railway Road, Rohtak-124001, Haryana	Gold & Gold Alloys, Jewelerry/Artefacts— Fineness and Marking	1417	-	-	1999

Sl. No.	Licence No. CM/L-	Grant Date	Name & Address of the Licensee	Title of the Standard	IS No.	Part.	Sec.	Year
19.	L-9512340919	15.12.2014	M/s Luxfer Uttam India Pvt. Ltd., Plot No. 41, Sector-6, Faridabad-121006, Haryana	Portable Fire Extinguishers — Performance and Construction	15683	-	-	2006
20.	L-9512341020	26.12.2014	M/s Loveneet Minerals Water, Palla Power House-3, (DLF Area), Faridabad-121005, Haryana	Packaged Drinking Water (Other Than Natural Mineral Water)	14543	-	-	2004
21.	L-9512341113	29.12.2014	M/s SRS Jewells (A Unit of SRS Limited), Committee Chowk, Near Devi Mandir, Palwal, Haryana	Gold & Gold Alloys, Jewellery/Artefacts— Fineness and Marking	1417	-	-	1999

[No. CMD/13:11]

BINDU KUMAR, Section Officer

नई दिल्ली, 17 जुलाई, 2015

का.आ.1527.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम (4) के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:—

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनु	वर्ष
1.	एल-9512341214	01.01.2015	मै० ट्रयुनिटी टेक्नोलोजी प्रा० लि०, प्लॉट नं० 147, सैक्टर-25, फरीदाबाद-121004, हरियाणा	हस्त्य धातु आर्क वेल्डिंग के लिए आवृत्त कार्बन और कार्बन मैंगनीज इस्पात इलैक्ट्रोड	814	-	-	2004
2.	एल-9512341315	06.01.2015	मै० नीलकण्ठ ट्यूब्स प्रा० लि०, 31 केएम दिल्ली रोहतक रोड, गांव रोहद, जिला झज्जर, हरियाणा	इस्पात नलिकाएं संरचनात्मक उपयोगों के लिए	1161	-	-	1998
3.	एल-9512341416	07.01.2015	मै० एसआरएस ज्वैल्स, (यूनिट ऑफ एस आर एस (लि०)), ग्राउंड फ्लोर, एसआरएस मॉल, सैक्टर-12, फरीदाबाद, हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएं— महीनता एवं मुहरांकन	1417	-	-	1999
4.	एल-9512341417	07.01.2015	मै० चांद ज्वैल्स, शॉप नं० 1593, जवाहर कलौनी, गुरुद्वारा रोड, एन आई टी, फरीदाबाद-121002 हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएं— महीनता एवं मुहरांकन	1417	-	-	1999

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनु	वर्ष
5.	एल-9512341618	27.01.2015	मै० धूप सिंह एण्ड सन्स प्रा० लि०, 1724, मॉर्डन इण्डस्ट्रीयल इस्टेट, पार्ट बी, बहादुरगढ़-124507, जिला झज्जर, हरियाणा		13095	-	-	1991
6.	एल-9512341719	28.01.2015	मै० प्रेपावर सिस्टम, खसरा नं० 601/3/31, ओल्ड इण्डस्ट्रीयल एरिया, हेमा इन्जीनियरिंग वर्क्स के पास, सैक्टर 10 की मार्किट के सामने, खांडसा रोड, गुडगांव, हरियाणा	पालीएथिलीन पाइप रेडित वोल्टता वाले और 16 एम्पीयर तक की रेडित करंट वाले प्लग और सॉकेट निकास	1293	-	-	2005
7.	एल-9512341820	03.02.2015	मै० सफल पोलीमर्स, रोहतक रोड, कलानौर-124113, जिला रोहतक, हरियाणा	High density polyethylene pipe for sewerage	14333	-	-	1996
8.	एल-9512341921	04.02.2015	मै० आर डी ज्वैलर्य (बैंग), 6882, मौहल्ला बैस सीतब राय, रिवाड़ी-123401 हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएं— महीनता एवं मुहरांकन	1417	-	-	1999
9.	एल-9512342014	04.02.2015	मै० सुभाष चन्द जवाहर लाल वर्मा, मेन बाजार, पलवल, पलवल-121102, हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएं— महीनता एवं मुहरांकन	1417	-	-	1999
10.	एल-9512342115	06.02.2015	मै० श्री गुरू कृपा आभूषण प्रा० लि०, ई-865, एयर फोर्स रोड, डब्लुआ कलौनी, एनआईटी, फरीदाबाद-121001, हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएं— महीनता एवं मुहरांकन	1417	-	-	1999
11.	एल-9512342216	12.02.2015	मै० अंकित इन्टरप्राइसिस, गांव हसनगढ़, डीएवी स्कूल के पीछे, तहसील सांपला, जिला रोहतक, हरियाणा	पूर्व ढलित कंकरीट मैनहोल के ढक्कन व फ्रेम	12592	-	-	2002
12.	एल-9512342317	26.02.2015	मै० किसान इरिगेशन, डाकघर झोझूकलां, तहसील चरखीदादरी, जिला भिवानी-127021, हरियाणा	सिंचाई यंत्रों के छिड़काव यंत्र हेतु पोलीइथाइलीन पाइप	14151	01	-	1999
13.	एल-9512342418	26.02.2015	मै० किसान इरिगेशन, डाकघर झोझूकलां, तहसील चरखीदादरी, जिला भिवानी-127021, हरियाणा	सिंचाई उपस्कर — स्प्रिंकलर पाइप — भाग 2 सहज संयोजी पालीएथिलीन पाइप	14151	02	-	2008

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनु	वर्ष
14.	एल-9512342519	02.03.2015	मै० पारामाउंट कोम्यूनिकेशन्स लि०, प्लॉट नं० 37, इण्डस्ट्रीयल एरिया धारुहेड़ा, जिला रिवाड़ी, हरियाणा		398	04	-	1994
15.	एल-9512342620	10.03.2015	मै० क्लासिक इलैक्ट्राड्स (इण्डिया) लि०, हस्त्य धातु आर्क वेल्डिंग के प्लॉट नं० 62, सैक्टर-16, एचएसआईआईडीसी, बहादुरगढ़-124507, जिला झज्जर, हरियाणा	लिए आवृत्त कार्बन और कार्बन मैंगनीज इस्पात इलैक्ट्रोड	814	-	-	2004
16.	एल-9512342721	26.03.2015	मै० गर्ग ज्वैलर्स, 6/289, मेन मार्किट, ओल्ड फरीदाबाद, फरीदाबाद-121002, हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएं—महीनता एवं मुहरांकन	1417	-	-	1999
17.	एल-9512342822	27.03.2015	मै० शिखर बैवरेजिस, खसरा नं० 514, बसई इन्क्लेव भाग-II, श्रीगरी गैस गोदाम के पास, गुडगांव, हरियाणा	पैकेजबन्द पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004

[सं. सी एम डी/13:11]
बिन्दु कुमार, अनुभाग अधिकारी

New Delhi, the 17th July, 2015

S.O.1527. —In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

Sl. No.	Licence No. CM/L-	Grant Date	Name & Address of the Licensee	Title of the Standard	IS No.	Part.	Sec.	Year
1.	L-9512341214	01.01.2015	M/s Triunity Technology Pvt., Ltd., Plot No. 147, Sector 25, Faridabad-121004, Haryana	Covered electrodes for manual metal arc welding of carbon and carbon manganese steel	814	—	—	2004
2.	L-9512341315	06.01.2015	M/s Neelkanth Tubes Pvt. Ltd., 31 KM Delhi Rohtak Road, Village Rohad, Distt. Jhajjar, Haryana	Steel Tubes for Structural Purposes—	1161	—	—	1998
3.	L-9512341416	07.01.2015	M/s SRS Jewells (A Unit of SRS Ltd.), Ground Floor, SRS Mall, Sector-12 Faridabad, Haryana	Gold & Gold Alloys, Jewellery/Artefacts—Fineness and Marketing	1417	—	—	1999
4.	L-9512341517	07.01.2015	M/s Chand Jewellers, Shop No. 1593, Jewahar Colony, Gurudwara Road, NIT, Faridabad-121002, Haryana	Gold & Gold Alloys, Jewellery/Artefacts—Fineness and Marketing	1417	—	—	1999
5.	L-9512341618	27.01.2015	M/s Dhoop Singh & Sons Pvt., Ltd., 1724, Modern Industrial Estate, Part B, Bahadurgarh-124507.	Butterfly valves of grand purpose	13095	—	—	1991

Sl. No.	Licence No. CM/L-	Grant Date	Name & Address of the Licensee	Title of the Standard	IS No.	Part.	Sec.	Year
			Distt. Jhajjar, Haryana					
6.	L-9512341719	28.01.2015	M/s Pray Power System, Khasra No. 601/3/31, Old Industrial Area, Near Hema Engg. Ltd., Opp. Sector-10A Market, Khandsa Road, Gurgaon, Haryana	Plugs and socket outlets, of 250 volts and rated current up to 16 amperes	1293	-	-	2005
7.	L-9512341820	03.02.2015	M/s Safal Polymers, Rohtak Road, Kalanaur-124113, Distt. Rohtak, Haryana	High density polyethy- lene pipe for sewerage	14333	-	-	1996
8.	L-9512341921	04.02.2015	M/s R.D. Jewellers (Bag), 6882, Mohalla Bas Sitab Rai, Rewari-123401, Haryana	Gold & Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
9.	L-9512342014	04.02.2015	M/s Subhash Chand Jawahar Lal Verma, Main Bazar, Palwal, Palwal 121102, Haryana	Gold & Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
10.	L-9512342115	06.02.2015	Shri Guru Kripa Abhushan Pvt. Ltd., E-865, Air Force Road, Dabua Colony, NIT, Faridabad-121001, Haryana	Gold & Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
11.	L-9512342216	12.02.2015	M/s Ankit Enterprises, Village Hassangarh, Behind DAV School, Tehsil Sampla, Distt. Rohtak, Haryana	Pracast Concrete Manhole Cover and Frame	12592	-	-	2002
12.	L-9512342317	26.02.2015	M/s Kissan Irrigation, VPO Jhojhu Kalan, Tehsil Charkhidadri, Distt. Bhiwani-127021 Haryana	Irrigation Equipment- Sprinkler Pipes Part 1 : Polyethylene Pipes	14151	01	-	1999
13.	L-9512342418	26.02.2015	M/s Kissan Irrigation, VPO Jhojhu Kalan, Tehsil Charkhidadri, Distt. Bhiwani-127021 Haryana	Irrigation Equipment- Sprinkler Pipes Part 2 : Quick Coupled Polyethylene Pipes	14151	02	-	2008
14.	L-9512342519	02.03.2015	M/s Paramount, Communications Ltd., Plot No. 37 Industrial Estate, Dharuhera, Distt. Rewari, Haryana	Aluminium conductors for overhead transmission Purposes Part 4 Aluminium alloy stranded conductors (aluminium magnesium silicon type)	398	04	-	1994

Sl. No.	Licence No. CM/L-	Grant Date	Name & Address of the Licensee	Title of the Standard	IS No.	Part.	Sec.	Year
15.	L-9512342620	10.03.2015	M/s Classic Electrodes (India) Ltd., Plot No. 62, Sector-16 HSIIDS, Bahadurgarh-124507, Distt. Jhajjar, Haryana	Covered electrodes for manual metal arc welding of carbon and carbon managanese steel	814	-	-	2004
16.	L-9512342721 1999	26.03.2015	M/s Garg Jewellers, 6/289, Main Market, Old Faridabad Faridabad-121002, Haryana	Gold & Gold Alloys, Jewellery/Artefacts—Fineness and Marking	1417	-	-	
17.	L-9512342822 2004	27.03.2015	M/s Shikhar Beverages, Khasra No. 514, Basai Encklave Part II, Near Sringeri Gas Godown, (Gurgaon), Haryana	Packaged Drinking Water (Other Than Natural Mineral Water)	14543	-	-	

[No. CMD/13:11]

BINDU KUMAR, Section Officer

पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय

नई दिल्ली, 24 जुलाई, 2015

का. आ. 1528.—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) के खंड 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र में प्रकाशित सां०आ० संख्या 3776 द्वारा पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय भारत सरकार की दिनांक 11 मार्च 2011 की अधिसूचना संख्या R-2003/1/2002-OR-I के अधिक्रमण में, केन्द्र सरकार उक्त अधिनियम के प्रयोजन के लिए संपदा अधिकारी को एतद्द्वारा राजपत्रित अधिकारी के समकक्ष रैंक के अधिकारी को नीचे दी गई तालिका के अनुसार नियुक्त करती है। जो कथित तालिका के स्थानीय कॉलम 3 में इसी प्रविष्टि में निर्दिष्ट सार्वजनिक परिसर के संबंध में अधिकार क्षेत्र की स्थानीय सीमाओं के भीतर उक्त अधिनियम के तहत संपदा अधिकारी के कर्तव्यों का पालन करते हुए प्रदत्त शक्तियों का प्रयोग करेगा।

तालिका

क्रम सं०	इकाई/कार्यालय का नाम	अधिकारी का पदनाम	सरकारी स्थान की श्रेणियां और क्षेत्राधिकार की स्थानीय सीमाएं
	नुमालीगढ़ रिफाइनरी लिमिटेड	श्री असीम कुमार चौधरी मुख्य प्रबंधक (नगरबस्ती एवं संपदा नुमालीगढ़ रिफाइनरी लिमिटेड, पी०ओ०: नुमालीगढ़ रिफाइनरी परिसर, जिला गोलाघाट-785699 असम	नुमालीगढ़ रिफाइनरी जिला गोलाघाट असम में स्थित नुमालीगढ़ रिफाइनरी लिमिटेड के प्राशासनिक नियंत्रणाधीन सभी परिसर।

[फा. सं. आर-20023/1/2011-ओआर-1(भाग)]

पवन कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 24th July, 2015

S.O. 1528.—In exercise of the power conferred by section 3 of the Public Premises (Eviction of Un-authorized Occupants) Act-1971 (40 of 1971) and in supersession of the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. R-20023/1/2011-OR-I dated 11th March, 2011 the Central Government hereby appoints the Officer mentioned

in the table below, being officer of equivalent rank of Gazetted Officers of the Government, to be Estate Officer for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on Estate Officer by or under the said Act within the local limits of the jurisdiction in respect of the public premises specified in the corresponding entry in local column 3 of the said table.

TABLE

Sl.No.	Name of the Unit/Office	Designation of the Officer	Categories of Public premises and local limits of jurisdiction
1.	Numaligarh Refinery Limited	Shri Aseem Kumar Choudhury, Chief Manager (Township & Estate) Numaligarh Refinery Limited, PO.- Numaligarh Refinery Complex Dist Golaghat- 785699 Assam	All premises under the administrative control of Numaligarh Refinery Limited located at Numaligarh, Dist. Golaghat Assam

[No. R-20023/1/2011-OR-I(Pt.)]
PAWAN KUMAR, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 22 जुलाई, 2015

का०आ० 1529.—राष्ट्रपति, केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, नागपुर के रिक्त पद हेतु लिंक अधिकारी के रूप में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय नं० 1, दिल्ली के पीठासीन अधिकारी श्री ए० सी० डोगरा को दिनांक 06.10.2015 की समयावधि तक अथवा नियमित पदधारण की नियुक्ति होने तक अथवा अगले आदेशों तक, इनमें से जो भी पहले हो तब तक के लिए अतिरिक्त कार्यभार बढ़ाते हैं।

[सं. ए-11016/03/2009-सीएलएस-II]

संतोष कुमार सिंह, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 22nd July, 2015

S.O. 1529.—The President is pleased to extend the additional charge of the post of Presiding Officer of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur to Shri A.C. Dogra, Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi for a period up to 06.10.2015 or till appointment of a regular incumbent or until further orders, whichever is the earliest.

[No. A-11016/03/2009-CLS-II]

S.K. SINGH, Under Secy.

नई दिल्ली, 22 जुलाई, 2015

का०आ०.1530.—राष्ट्रपति, केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय नं० 2, मुम्बई के रिक्त पद हेतु लिंक अधिकारी के रूप में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय नं० 1, मुम्बई के पीठासीन अधिकारी श्री सत्यापूत महरोत्रा को

दिनांक 11.10.2015 की समयावधि तक अथवा नियमित पदधारण की नियुक्ति होने तक अथवा अगले आदेशों तक, इनमें से जो भी पहले हो तब तक के लिए अतिरिक्त कार्यभार बढ़ाते हैं।

[सं. ए-11016/03/2009-सीएलएस-II]

संतोष कुमार सिंह, अवर सचिव

New Delhi, the 22nd July, 2015

S.O. 1530.—The President is pleased to extend the additional charge of the post of Presiding Officer of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai to Shri Satya Poot Mehrotra, Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court No. 1, Mumbai for a period up to 11.10.2015 or till appointment of a regular incumbent or until further orders, whichever is the earliest.

[No. A-11016/03/2009-CLS-II]

S.K. SINGH, Under Secy.

नई दिल्ली, 22 जुलाई, 2015

का०आ०.1531.—राष्ट्रपति, केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, बँगलोर के रिक्त पद हेतु लिंक अधिकारी के रूप में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय नं० 2, दिल्ली के पीठासीन अधिकारी श्री हरबंस कुमार सक्सेना को दिनांक 09.11.2015 की समयावधि तक अथवा नियमित पदधारण की नियुक्ति होने तक अथवा अगले आदेशों तक, इनमें से जो भी पहले हो तब तक के लिए अतिरिक्त कार्यभार बढ़ाते हैं।

[सं. ए-11016/03/2009-सीएलएस-II]

संतोष कुमार सिंह, अवर सचिव

New Delhi, the 22nd July, 2015

S.O. 1531.—The President is pleased to extend the additional charge of the post of Presiding Officer of the Central Government Industrial Tribunal-cum-Labour Court,

Bangalore to Shri Harbans Kumar Saxena, Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court No. 2, Delhi for a period up to 09.11.2015 or till appointment of a regular incumbent or until further orders, whichever is the earliest.

[No. A-11016/03/2009-CLS-II]
S.K. SINGH, Under Secy.

नई दिल्ली, 22 जुलाई, 2015

का०आ० 1532.—राष्ट्रपति, केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, हैदराबाद के रिक्त पद हेतु लिंक अधिकारी के रूप में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय नं० 2, धनबाद के पीठासीन अधिकारी श्री किशोरी राम को दिनांक 30.09.2015 की समयावधि तक अथवा नियमित पदधारण की नियुक्ति होने तक अथवा अगले आदेशों तक, इनमें से जो भी पहले हो तब तक के लिए अतिरिक्त कार्यभार बढ़ाते हैं।

[सं० ए-11016/03/2009-सीएलएस-II]

संतोष कुमार सिंह, अवर सचिव

New Delhi, the 22nd July, 2015

S.O. .1532.—The President is pleased to extend the additional charge of the post of Presiding Officer of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad to Shri Kishori Ram, Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad for a period up to 30.09.2015 or till appointment of a regular incumbent or until further orders, whichever is the earliest.

[No. A-11016/03/2009-CLS-II]

S.K. SINGH, Under Secy.

नई दिल्ली, 27 जुलाई, 2015

का०आ० 1533.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स लाईफ इंश्योरेंस कॉर्पोरेशन ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं० 2, नई दिल्ली के पंचाट (संदर्भ संख्या 3/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 21/07/2015 को प्राप्त हुआ था।

[सं० एल-17012/23/2010-आईआर(एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 27th July, 2015

S.O. 1533.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 3/2011) of the Central Government Industrial Tribunal/Labour Court-2, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of

M/s. LIC of India and their workman, which was received by the Central Government on 21/07/2015.

[No. L-17012/23/2010-IR(M)]
NAVEEN KAPOOR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, DELHI

Present:—SHRI HARBANSH KUMAR SAXENA

ID. No. 3/11

Sh. N.K. Kaushik,
113, Maheshwari Ganj,
Hapur Distt.,
Ghaziabad (U.P.)

Vs.

1. The Sr. Divisional Manager,
LIC of India, Divisional Office,
Prabhat Nagar,
Meerut (U.P.)
2. The Zonal Manager,
Life Insurance Corporation of India,
North Centre Zone, Mall Road.

AWARD

The Central Government in the Ministry of Labour *vide* notification No. L-17012/23/2010 -IR(M) dated 03.01.2011 referred the following industrial Dispute to this tribunal for adjudication:—

"Whether the person Sh. N.K. Kaushik employed as Development Officer is a workman under Section 2(S) of the ID Act, 1947?" If so, then whether his termination from service on the alleged charges of misconduct leveled against him *vide* charge sheet dated 6.6.1995 is legal and justified? To what relief the workman is entitled and from which date?

On 25.01.2011 reference was received in this tribunal. Which was register as I.D. No. 03/2011 and claimant was called upon to file claim statement with in fifteen days from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

After service of notice workman/claimant filed claim statement on 25.3.2011. Wherein he prayed as follows:—

- (a) To declare charge sheet vague, ambiguous, false, null, void and abinitio.
- (b) To declare the enquiry proceedings illegal and unjustified.
- (c) To declare the orders of termination illegal and unjustified and which is liable to be set aside.

- (d) The workman be reinstated from the date of suspension with full wages and other emoluments along with the timely promotions likely to be earned by the workman based upon the shining performance of workman.
- (e) Suspension be declared illegal and unjustified from date of suspension to the date of termination and full wages with emoluments be paid.
- (f) Termination be declared illegal and unjustified and full wages and other emoluments be awarded up to the date of termination.
- (g) Compensation for the tortue, and harassment and his illness and other expenses reimbursement amounting to Rs. 1 crore awarded to the workman.
- (h) Compensation amounting to Rs. 2 crores be awarded to the workman for his defamations.
- (i) Any other relief as the Hon'ble Court deem fit.

Against Statement of Claim Management filed Written Statement on 2.11.2011.

Wherein management prayed as follows:—

It is most respectfully prayed that the claim of the claimant, Mr. N.K. Kaushik may kindly be dismissed with costs, in the interest of justice and fair trial.

In reply to aforesaid written statement workman filed replication on 11.1.2012.

On the basis of pleadings following issues have been framed by Ld. Predecessor on 08.11.2012:—

1. Whether N.K. Kaushik Claimant is a workman in this case as claimed by him. If no to what effect?
2. Whether the department enquiry conducted in this case was legal, just and fair and was not in violation of the principles of natural justice. If not, what directions are called for in this case?

And fixed 21.02.2013 for workman evidence. After several opportunities workman not produced any evidence.

On 8.6.2015 workman moved an application wherein he mentioned as follows:—

I, Naresh Kumar Kaushik (Termination Development Officer of L.I.C.) the claimant in above case have to state that this case is running under trial in this Ld. Court since 25.3.2011 as per the letter dated 25.1.2011 enclosed herewith (Anx. 1)

The dispute between the claimant and the Management of L.I.C. was referred by the Ministry of Labour Government of India Delhi with reference No.L-17012/23/2010-IR(M) dated 3.1.2011 to this C.G.I.T. Court (Copy enclosed Annex-2).

Recently, from the reliable source, the applicant has come to, know that a judgment has been given by the Hon'ble Supreme Court of India on 11.03.2015 under Civil Writ petition Nos. 6547-6549 of 2010 regarding Development Officers working in L.I.C. of India the copy of the ruling dated 11.03.2015 mentioned above is being enclosed herewith (Anx.-3).

It is therefore requested this Ld. Court to look into the matter. It is further requested to guide the application whether this case No. 3, of 2011, will remain continue under trial in this Ld. Court or not?

Kindly look into the matter and to reward as per given Schedule of the Ministry of Labour (Letter dt. 03.01.2011) as per (Anx-1).

Thinking you

Claimant/Applicant

(N. K. Kaushik)
113, Maheshwari Ganj,
Distt. Hapur,
Ghaziabad, U.P.

On 29.06.2015 workman again moved an application. Wherein he mentioned as follows:—

May it please your Honour

I, the under signed applicant the claimant of the above case No. 3 of 2011 have to request, your kind Honour to reward as per the judgment of the Supreme Court of India dated 11.03.2015.

Thinking you.

Applicant

On the basis of facts mentioned in the application and principles laid down by their lordship of Supreme Court in writ-petition No. 6547-6549 of 2010 and decided to 11.3.2015 workman Sh. N.K. Kaushik is not workman defined in section 2(S) I.D. Act, 1947.

Hence, this Tribunal has no jurisdiction to decide reference sent by Labour Ministry to this Tribunal.

Reference is accordingly decided but Labour Ministry shall be at liberty to send the reference to suitable authority who is competent to decide the reference.

Award is accordingly passed but this award will not create any hurdle in decision of reference if subsequently made by Labour Ministry to any competent authority having jurisdiction.

Dated:—29.06.2015

HARBANSH KUMAR SAXENA, Presiding Officer

नई दिल्ली, 27 जुलाई, 2015

का०आ० 1534.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स लाईफ इश्योरेन्स कॉर्पोरेशन ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों

और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 27/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.07.2015 को प्राप्त हुआ था।

[सं० एल-17012/6/2006-आईआर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 27th July, 2015

S.O. 1534.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27/2006) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. LIC of India and their workman, which was received by the Central Government on 21.07.2015.

[No. L-17012/6/2006-IR (M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/27/2006

Shri Indersharan Sharma
Mukam Sameri (Thakur Tola),
PO Bhadanwara,
Satna (MP)

.....Workman

Versus

Sr. Mandal Manager,
LIC of India,
Mandal Office,
Krishna Complex,
Krishna Nagar,
Satna (MP)

.....Management

AWARD

Passed on this 8th day of July, 2015

1. As per letter dated 14.7.06 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-17012/6/2006-IR (M). The dispute under reference relates to:

"Whether the action of the management of Sr. Divisional Manager, LIC of India, Divisional Office, Satna MP in not regularizing the services and terminating Shri Inder Sharan Sharma S/o Shri Suresh Prasad Sharma, Daily rated workman after working from 1.5.95 to 30.9.2005 is legal? If not, to what relief the concerned workman is entitled?"

2. After receiving reference, notices were issued to the parties. Workman submitted statement of claim at Pages 5/1 to 5/4. Case of Ist party workman is that he was working with 2nd party continuously from 1-5-95 to 30-9-2005 as peon. He was paid salary at end of the month from District Office. His service record was unblemished. His services were terminated by Sr. Divisional Manager. Workman further submits as per provisions under ID Act after continuous working for period more than six months, employee gets status of permanent employee. On such ground, workman prays for his reinstatement with backwages.

3. 2nd party filed Written Statement at pages 8/1 to 8/3 opposing claim of the workman. 2nd party denies that workman was continuously working for more than 240 days. There was no point of compliance of Section 25-F, G, H of ID Act. Violation of Rules 77, 78 of ID Rules is denied. It is reiterated that workman is not entitled to any relief. Workman worked only for 85 days, workman did not work continuously from 1-5-95 to 30-9-2005 claimed by workman. That appointment of staff is made as per directions from office of Mumbai. Workman was not appointed as employee of 2nd party. It is submitted that claim of workman be dismissed with cost of Rs. 5000/-.

4. Workman filed rejoinder at Page 9 reiterating his contentions in statement of claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—

- | | | |
|------|---|---------------------|
| “(i) | Whether the action of the management of Sr. Divisional Manager, LIC of India, Divisional office, Satna MP in not regularizing the services and terminating Shri Inder Sharan Sharma S/o Shri Suresh Prasad Sharma, Daily rated workman after working from 1-5-95 to 30-9-2005 is legal? | In Negative |
| (ii) | If not, what relief the workman is entitled to?" | As per final order. |

REASONS

6. Ist party workman is challenging termination for violation of Section 25-F, G, H of ID Act. That he was continuously working with 2nd party from October 99 to 2001. He completed more than 240 days continuous service. His services were terminated without notice. No retrenchment compensation was paid to him. 2nd party denied all above material contentions of workman.

7. Workman filed affidavit of his evidence supporting his contentions in statement of claim that he was continuously working with 2nd party as peon from 1-5-95 to 30-9-2005. He worked more than 240 days during each of the year he was paid wages under voucher but his signature were not taken on payment voucher. Payment voucher was many times written in name of other persons. His attendance was recorded on muster roll. His services were orally terminated without paying retrenchment compensation. 2nd party has failed to produce documents as per application submitted by workman. Workman was granted permission to adduce secondary evidence. Document Exhibit W-1 to W-5 are admitted in evidence. Workman says those documents were given by Shri Mukesh Raikwar. Workman in his cross-examination says he was interviewed before his engagement, his name was sponsored through Employment Exchange, appointment letter was not given to him. He was paid after 15 days or at end of the month. He was paid wages for his working days. On Exhibit W-1, seal of LIC is not appearing. Documents does not bear signature of any officer of LIC. Exhibit W-1 does not disclose attendance of employees for which branch is marked in said documents. Exhibit W-2 bears signature of Shri Ram Mishra and the workman himself. During 1995, he was paid wages Rs. 35 to 37 per day. He admits working in name of other persons. He did not object to it. Workman denied suggestion that documents produced by him are bogus/fabricated. In Exhibit W-1, entries of name of Ist party are appearing from 1-6-05 to 31-8-05. His signature is also appearing in document Exhibit W-2/1, W-3, W-4 are issued in name of Ist party workman for the period 2002. Other documents produced by workman also shows name of workman during various period. In cross-examination of workman, nothing is brought on record that the documents produced by workman are fabricated and not genuine.

8. Management's witness Vivek Kumar filed affidavit of evidence supporting contentions of management. Management's witness says that workman did not work with 2nd party during 1-5-95 to 30-9-2005. The claim of workman is false. However in his cross-examination, management's witness says that signatures of daily wages are taken in Attendance Register, payment is made by voucher. Attendance of permanent employee and daily wages employee is separately maintained. 2nd party has not produced payment vouchers, attendance register. The witness of management explained that the documents were destroyed. The documents produced by 2nd party shows that documents are destroyed in the year 2008 whereas dispute was raised by Ist party in 2005. The application for production of document was submitted in 2007. In statement of claimed filed on 3-8-06, workman had requested production of documents of Attendance Register, Budget control register. Despite 2nd having knowledge, documents were destroyed without obtaining permission of this

Tribunal therefore permission was granted to adduce secondary evidence. The genuineness of document produced by workman Exhibit W-1/1 to 1/21, W-2/1 to 2/3 is established. In cross-examination of workman, nothing is brought on the record except that Exhibit W-2/1 to 2/3 is not bearing office seal or signature of the officer. When 2nd party has destroyed documents without permission of court evenafter having knowledge of present reference pending before this Tribunal, I do not find reason to disbelieve evidence of workman that he was continuously working from 1-5-95 to 30-9-2005. He completed 240 days continuous service. Workman was not served with notice, he was not paid retrenchment compensation before termination of service therefore termination of service of workman is in violation of Section 25-F of ID Act. I record my finding in Point No. 1 in Negative.

9. Point No. 2—Termination of service of workman is illegal for violation of Section 25-F of ID Act as per my finding in Point No. 1, question remains to be decided whether workman is entitled for reinstatement with backwages. Workman has worked for about 10 years with 2nd party. His services are terminated in violation of Section 25-F of ID Act.

10. Learned counsel for Ist party workman Shri Aditya Ahiwasi relies on ratio held in

Case of Director of Horticulture and another *versus* Shri H.A. Kumar reported in 2014(13)SCC-746. Their Lordship dealing with non-compliance of Section 25-F. Workman working more than 240 days in a year preceding his termination and not given notice nor retrenchment compensation. Their Lordship held no interference with impugned order directing his reinstatement without any back wages called for.

In case of Harjinder Singh *versus* Punjab State Warehousing Corporation reported in 2010(3) SCC 192. Their lordship considering employment in public sector undertaking challenge to validity/legality of initial appointment need to raise pleading regarding at the earliest opportunity. The award of Labour Court for reinstatement with 50% back wages was upheld by this Lordship.

The facts of the present case are not comparable. From reading of Para-2 of above cited judgement, it is clear that appellant workman was employed in service of Punjab Warehousing Corporation *w.e.f.* 5-3-86, after 7 months, the executive Engineer of Corporation issued order dated 3-10-86 appointing him as Work Munshi in the pay scale of 350-525.

In present case, the workman was not appointed on pay scale, rather the workman was working on daily wages for about 10 years. The ratio held in the case cannot be applied in this case.

In case of Krishan Singh *versus* Executive Engineer, Haryana State Agricultural Marketing Board, Rohtak, Haryana reported in 2010(3) SCC-637. Their Lordship dealing with Section 25-F of ID Act daily wage terminated orally without compliance with Section 25-F of ID Act. The Labour Court award for reinstatement with 50% backwages, Hon'ble High Court stayed directing payment of compensation Rs. 50,000. Their Lordship held as no plea regarding validity of appointment was raised before Labour Court, High Court should not have modified award of Labour Court, High Court should not have modified award.

No point about legality of appointment of workman is involved in this case. Workman was working on daily wages. The ratio cannot be applied to present case.

11. Learned counsel for 2nd party Shri Aditya Singh relies on ratio held in

Case of Mackinnon Mackenzie and Company Ltd. *versus* Mackinnon Employees Union reported in 2015(4) SCC-544. On the point of Section 25-F the condition precedent and its non-compliance.

In present case, the evidence of management's witness is clear that workman was not served with notice, retrenchment compensation was not paid to him. The termination of workman is apparently illegal.

In case of Assistant Engineer, Rajasthan Development Corporation and another *versus* Gitam Singh reported in 2013(5) SCC-136. Their Lordship dealing with violation of Section 25-F of ID Act w.r.t. wrongful termination of daily rated workman held compensation and not reinstatement. Factors to be taken into account while granting relief Distinction should be drawn between daily rated worker and worker holding regular post. Service of a daily wage who worked for short period of 240 days only terminated in violation of Section 25-F. Award of Labour Court directing reinstatement with continuity of Service with 50% backwages was not interfered by Division bench of High Court. Their Lordship held the exercise of jurisdiction suffers from serious infirmity and awarded 50,000 compensation.

The present case is squarely covered by ratio held in above cited case. As workman was working on daily wages for 10 years, compensation Rs. 2 Lakhs would be reasonable.

12. In the result, award is passed as under:—

- (1) The action of the management of Sr. Divisional Manager, LIC of India, Divisional office, Satna MP in not regularizing the services and terminating Shri Inder Sharan Sharma S/o Shri Suresh Prasad Sharma, Daily rated workman after working from 1-5-95 to 30-09-2005 is not legal.

- (2) 2nd party is directed to pay compensation Rs. 2 lakhs to the workman.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9% interest per annum from the date of award till its realization.

R.B. PATLE, Presiding Officer

नई दिल्ली, 27 जुलाई, 2015

का०आ० 1535.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स लाईफ इंश्योरेन्स कॉरपोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायलय, जबलपुर के पंचाट (संदर्भ संख्या 32/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/07/2015 को प्राप्त हुआ था।

[सं० एल-17012/11/2006-आई आर (एम)]

नवीन कूपर, अवर सचिव

New Delhi, the 27th July, 2015

S.O. 1535.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 32/2006) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. LIC of India and their workman, which was received by the Central Government on 21/07/2015.

[No. L-17012/11/2006-IR(M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/32/2006

Shri Kamla Lakhera,
S/o Shri Urmila Prasad Lakhera,
Dalibaba Chowraha, Kolan Mohalla,
Satna (MP)

.....Workman

Versus

Sr. Mandal Manager,
LIC of India.
Mandal Office,
Krishna Complex,
Krishna Nagar,
Satna (MP)

.....Management

AWARD

Passed on this 8th day of the July, 2015

1. As per letter dated 20-7-06 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-17012/11/2006-IR(M). The dispute under reference relates to:

"Whether the action of the management of Sr. Divisional Manager, LIC of India, Divisional Office, Satna MP in not regularizing the services and terminating Shri Kamala Lakhera S/o Shri Urmila Prasad Lakhera, Daily rated workman after working from October, 99 to year 2001 is legal? If not, to what relief the concerned workman is entitled?"

2. After receiving reference, notices were issued to the parties. Workman submitted statement of claim at Page 4/1 to 4/4. Case of Ist party workman is that he was working with 2nd party continuously from October, 99 to 2001 as peon. He was paid salary at end of the month from District Office. His service record was unblemished. His services were terminated by Sr. Divisional Manager. Workman further submits as per provisions under ID Act After continuous working for period more than six months, employee gets status of permanent employee. On such ground, workman prays for his reinstatement with backwages.

3. 2nd party filed Written Statement at page 7/1 to 7/3 opposing claim of the workman. 2nd party denies that workman was continuously working for more than 240 days. There was not point of compliance of Section 25-F,G,H of ID Act. Violation of Rules 77,78 of ID Rules is denied. It is reiterated that workman is not entitled to any relief. Workman was engaged as waterman for 85 days, workman did not work continuously from 99 to 2001 claimed by workman. That appointment of staff is made as per directions from office of Mumbai. Workman was not appointed as employee of 2nd party. It is submitted that claim of workman be dismissed with cost of Rs. 5000.

4. Workman filed rejoinder at Page 8 reiterating his contentions in statement of claim.

5. Considering pleadings on record, the points which arise for my consideration and termination are as under. My findings are recorded against each of them for the reasons as below:—

- | | | |
|-----|--|-------------|
| (i) | Whether the action of the management of Sr. Divisional Manager, LIC of India, Divisional Office, Satna MP in not regularizing the services and | In Negative |
|-----|--|-------------|

terminating Shri Kamla Lakhera
S/o Shri Urmila Prasad Lakhera,
Daily rated workman after
working from October, 99 to year
2001 is legal?

- | | | |
|------|--|---------------------|
| (ii) | If not, what relief the workman is entitled to?" | As per final order. |
|------|--|---------------------|

REASONS

6. Ist party workman is challenging termination for violation of Section 25-F, G,H of ID Act. That he was continuously working with 2nd party from October, 99 to 2001. He completed more than 240 days continuous service. His services were terminated without notice. No retrenchment compensation was paid to him. 2nd party denied all above material contentions of workman.

7. Workman filed affidavit of his evidence supporting his contentions in statement of claim that he was continuously working with 2nd party as peon from October, 99 to 2001. He worked more than 240 days during each of the year he was paid wages under voucher but his signature were not taken on payment voucher. Payment voucher was many times written in name of other persons. His attendance was recorded on muster roll. His services were orally terminated without paying retrenchment compensation. 2nd party has failed to produce documents as per application submitted by workman. Workman was granted permission to adduce secondary evidence. Documents Exhibit W-1/1 to 21, W-2/1 to 3 are admitted in evidence. Workman in his cross-examination says he passed 9th standard. He was unable to tell year of passing. That he joined service at age of 17 years. His elder brother Shri R.K. Singh is working in LIC. On his recommendations, he was appointed. He was orally interviewed. Appointment letter was not given to him. He was working as peon. The post was not advertised. Initially he was paid Rs. 50 per day. He denies that document Exhibit W-1/1 to W-1/21 produced by him is copy of Page 132 of Budget Register. He admits that he produced pages of budget register in which his name were recorded. Documents were given to him by Shri Ramesh Soni. He admits that on Exhibit W-2, signature of any officer or the workman himself are not appearing. W-2 doesnot bear name of LIC or its office seal. He admits that he was working in name of other persons. He was signing in his name while accepting the payments. He did not oppose it apprehending that he may be discontinued. Workman denies that he was not working with 2nd party. In Exhibit W-1/1 to 1/21 produced by workman, his name is appearing at entry dated 4-5-98, 6-11-99, 20-11-99, 22-11-99, 18-12-99, 4-12-99, 25-1-00, 31-1-00, 7-2-00, 9-2-00, 17-2-00 and several entries are found in W-1/1 to 1/29. Entries are also appearing in

name of Kanal Kumar, Tarun Kumar, Sandeep Kumar, Amit Kumar, Kavi Kumar, Kavindra Kumar, Ram Kumar. From entries in name of other persons appearing in above documents cannot be said that workman was working in name of all those persons. However the claim of Ist party that he was working with 2nd party from October, 99 to 2001 is supported by those documents. In Exhibit W-2/1 to 3, his name is appearing. Evidence of workman is corroborated by those documents.

8. Management's witness Vivek Kumar filed affidavit of evidence supporting contentions of management. Management's witness says that workman did not work with 2nd party during 99 to 2001. The claim of workman is false. However in his cross-examination, management's witness says that signatures of daily wagers are taken in Attendance Register, payment is made by voucher. Attendance of permanent employee and daily wage employee is separately maintained. 2nd party has not produced payment vouchers, attendance register. The witness of management explained that the documents were destroyed. The documents produced by 2nd party shows that documents are destroyed in the year 2008 whereas dispute was raised by Ist party in 2005. The application for production of document was submitted in 2007. In Statement of claim filed on 3-8-06, workman had requested production of documents of Attendance Register, Budget control register. Despite 2nd having knowledge, documents were destroyed without obtaining permission of this Tribunal Therefore permission was granted to adduce secondary evidence. The genuineness of document produced by workman Exhibit W-1/1 to 1/21, W-2/1 to 2/3 is shattered. In cross-examination of workman, nothing is brought on the record except that Exhibit W-2/1 to 2/3 is not bearing office seal or signature of the officer. When 2nd party has destroyed documents without permission of court even after having knowledge of present reference pending before this Tribunal, I do not find reason to disbelieve evidence of workman that he was continuously working from October, 99 to 2001. He completed 240 days continuous service. Workman was not served with notice, he was not paid retrenchment compensation before termination of service therefore termination of service of workman is in violation of Section 25-F of ID Act. I record my finding in Point No. 1 in Negative.

9. Point No. 2- Termination of service of workman is illegal for violation of Section 25-F of ID Act as per my finding in Point No. 1, question remains to be decided whether workman is entitled for reinstatement with backwages. Workman has worked for about 2 years with 2nd party. His services are terminated in violation of Section 25-F of ID Act.

10. Learned counsel for Ist party workman Shri Aditya Ahiwasi relies on ratio held in—

In Case of Director of Horticulture and another *versus* Shri H.A. Kumar reported in 2014(13)SCC-746. Their Lordship dealing with non-compliance of Section 25-F. Workman working more than 240 in a year preceding his termination and not given notice nor retrenchment compensation. Their Lordship held no interference with impugned order directing his reinstatement without any back wages called for.

In case of Harjinder Singh *versus* Punjab State Warehousing Corporation reported in 2010(3) SCC 192. Their lordship considering employment in public sector undertaking challenge to validity/legality of initial appointment need to raise pleading regarding at the earliest opportunity. The award of Labour Court for reinstatement with 50% back wages was upheld by this Lordship.

The facts of the present case are not comparable. From reading of Para-2 of above cited judgement, it is clear that appellant workman was employed in service of Punjab Ware Housing Corporation *w.e.f.* 5-3-86, after 7 months, the executive Engineer of Corporation issued order dated 3-10-86 appointing him as Work Munshi in the pay scale of 350-525.

In present case, the workman was not appointed on pay scale, rather the workman was working on daily wages for about 2 year. The ratio held in the case cannot be applied in this case.

In case of Krishan Singh *versus* Executive Engineer, Haryana State Agricultural Marketing Board, Rohtak, Haryana reported in 2010(3) SCC-637. Their Lordship dealing with Section 25-F of ID Act daily wage terminated orally without compliance with Section 25-F of ID Act. The Labour Court award for reinstatement with 50% backwages. Hon'ble High Court stayed directing payment of compensation Rs. 50,000. Their Lordship held as no plea regarding validity of appointment was raised before Labour Court, High Court should not have modified award of Labour Court. High Court should not have modified award.

No point about legality of appointment of workman is involved in this case. Workman was working on daily wages. The ratio cannot be applied to present case.

11. Learned counsel for 2nd party Shri Aditya Singh relies on ratio held in.

Case of Mackinnon Mackenzie and company Ltd *versus* Mackinnon Employees Union reported in 2015(4) SCC-544. On the point of Section 25-F the condition precedent and its non-compliance.

In present case, the evidence of management's witness is clear that workman was not served with notice,

retrenchment compensation was not paid to him. The termination of workman is apparently illegal.

In case of Assistant Engineer, Rajasthan Development Corporation and another *versus* Gitam Singh reported in 2013(5) SCC-136. Their Lordship dealing with violation of Section 25-F of ID Act *w.r.t.* wrongful termination of daily rated workman held compensation and not reinstatement. Factors to be taken into account while granting relief Distinction should be drawn between daily rated worker and worker holding regular post. Service of a daily wager who worked for short period of 240 days only terminated in violation of Section 25-F. Award of Labour Court directing reinstatement with continuity of service with 50% backwages was not interfered by Division bench of High Court. Their Lordship held the exercise of jurisdiction suffers from serious infirmity and awarded 50,000 compensation.

The present case is squarely covered by ratio held in above cited case. As workman was working on daily wages for about 2 years, compensation Rs. 60,000 would be reasonable.

12. In the result, award is passed as under:—

- (1) The action of the management of Sr. Divisional Manager, LIC of India, Divisional Office, Satna MP in not regularizing the services and terminating Shri Kamla Lakhera S/o Shri Urmila Prasad Lakhera, Daily rated workman after working from October, 99 to year 2001 is not legal.

- (2) 2nd party is directed to pay compensation Rs. 60,000 to the workman.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9% interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 27 जुलाई, 2015

कांआ 1536.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स भद्रा इंटरनेशनल इंडिया प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ संख्या 34, 35/2014) प्रकाशित करती है जो केन्द्रीय सरकार को 21/07/2015 को प्राप्त हुआ था।

[सं एल-11011/15/2013-आई आर (एम),

सं एल-11011/16/2013-आई आर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 27th July, 2015

S.O. 1536.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 34, 35/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Bhadra International India Private Ltd. and their workmen, which was received by the Central Government on 21/07/2015.

[No. L-11011/15/2013-IR(M),

No. L-11011/16/2013-IR(M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Thursday, the 25th June, 2015

Present : K. P. PRASANNA KUMARI,
Presiding Officer

Industrial Dispute Nos. 34/2014 and 35/2014

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bhadra International India Private Ltd. and their workman)

BETWEEN

The General Secretary : 1st Party/Petitioner
Airport Authority of India Union
Bhadra Employees Union,
K.T.K. Thangamani Illam,
2/1, Kovoor Vaidyanathan Street,
Chinthadripet
Chennai-600002

AND

The Management :
Bhadra International India Private Limited 2nd Part/
Cargo Complex, Airport Authority of India Respondent
Menambakkam
Chennai-600027

Appearance:

For the 1st Party/Petitioner Union: M/s Balan
Haridas,
Advocates

For the 2nd Party/Respondent : Sri N. Vijayakumar,
Advocate

S. No.	I.D. No.	Reference No. & Date	Name of the I Party S/Sri	Name of the II Party	Appearance for Workman	Apperance for Respondent
1.	34/2014	L-11011/15/2013-IR (M) dated 31.03.2014	The General Secretary, AAI Bhadra Employees Union, K.T.K. Thangamani Illam, 2/1 Kovoor Vaidyanathan Street, Chintadripet Chennai-2	The Management Bhadra International India Private Limited, Cargo Complex, Airport Authority of India, Meenambakkam Chennai-600027	M/s Balan Haridas	Sri N. Vijaya Kumar
2.	35/2014	L-11011/16/2013-IR (M) dated 03.04.2014	The General Secretary, AAI Bhadra Employees Union, K.T.K. Thangamani Illam, 2/1 Kovoor Vaidyanathan Street, Chintadripet Chennai-2	The Management Bhadra International India Private Limited, Cargo Complex, Airport Authority of India, Meenambakkam Chennai-600027	M/s Balan Haridas	Shri N. Vijay Kumar

COMMON AWARD

The Central Government, Ministry of Labour & Employment referred the IDs mentioned above to the Industrial Tribunal, Chennai for adjudication. The IDs were numbered as ID 34/2014 and 35/2014 respectively. In all the IDs the parties have entered appearance through the counsel and filed claim and counter statement respectively.

2. The schedule mentioned in the orders of reference in the above IDs are as under:

ID 34/2014

"Whether the action of the management of M/s Bhadra International (India) Pvt. Ltd. regarding non-payment of Bonus for the year 2012-13 to their employees is justified? If not, to what relief the employees are entitled?"

ID 35/2014

"Whether the action of the management of M/s Bhadra International (India) Pvt. Ltd. regarding non-payment of Bonus for the year 2010-2011 & 2011-2012 is justified? If not, to what relief the employees are entitled?"

4. The averments in the Claim Statement in ID 34/2014 are as below:

The workman employed by the Respondent in Chennai Airport for loading and unloading cargo are members of the Petitioner Union. There are about 1800 workers employed in this manner. Majority of the workers are members of the Petitioner Union. The Respondent establishment has been in existence for more than 14 years.

The Respondent had taken over the entire ground handling operation including the cargo loading and unloading at Chennai Airport from November, 2010. The workers engaged in cargo loading and unloading with other contractors were taken over by the Respondent. The Respondent is making huge profit every year. However, the Respondent has not paid bonus to the employees, though earlier Contractors have paid bonus. The Petitioner Union made a demand for payment of bonus @ 20% for the year 2012-2013. However, this was not considered by the Respondent. The dispute is raised accordingly. The Respondent is a private limited company incorporated in the year 2000. It is in business from October, 2000. The Respondent is illegally withholding bonus payable to the members of the Petitioner Union. An award may be passed holding that the Respondent is liable to pay bonus to its workmen engaged in the work of handling cargo loading and unloading in Chennai Airport for the year 2012-2013.

5. The Respondent has filed Counter Statement contending as below:

The Respondent Company being in infancy period it is covered under Section 16(1A) and 16 (1B) of the Bonus Act. The Repondent had commenced rendering services in the aviation ground handling activities in Chennai Airport only from December, 2010 in the Export (Cargo) Division of Airports Authority of India. The first invoice of the Respondent was raised on 31.01.2011 only. The Respondent did not derive any profit during the last four accounting years from the date of first invoice raised by the Respondent Company. The Respondent not only operates on cargo loading and unloading but also operates on ground handling/ramp handling/traffic handling services for

aircrafts. The Respondent has incurred huge sum of money in importing the most modern state-of-the-art machineries and equipments. Being in an infant stage it could not make any profit. The petitioner is not entitled to any relief.

6. The Petitioner in ID 34/2014 is the petitioner in ID 35/2014 also. The averments in the Claim Statement in this are similar to that of ID 34/2014 except for the fact that by this ID the petitioner is claiming bonus for the Financial Years 2010-2011 and 2011-2012. The Respondent has filed Counter Statement raising contentions similar to that in ID 34/2014. The rejoinder filed also is similar to that in ID 34/2014.

6. The two cases were tried jointly as the issues involved are similar and the parties are the same. Evidence was recorded in ID 34/2014, treating it as the main cases. The evidence consists of oral evidence of WW1 and MW1 and documents marked as Ext. M1 to Ext. M17.

7. The points for consideration in the two cases are:

- (i) Whether the members of the Petitioner Union are entitled to bonus for the Financial Years 2010-2011, 2011-2012 and 2012-2013 from the Respondent?
- (ii) What are the reliefs if any to which the petitioner is entitled in the IDs?

The Points

8. The petitioner is a Trade Union, the members of which are doing the work of loading and unloading cargo in Chennai Airport as employees of the Respondent. It is claimed by the petitioner that the members of the Petitioner Union have been engaged in loading and unloading work at Chennai Airport for more than 10-15 years continuously. According to the petitioner the Airports Authority of India have decided to entrust the entire ground handling services to one single provider and accordingly had engaged the Respondent as Contractor for all the major Airports in India. The Respondent Company is said to have been in existence for more than 14 years. They have taken over the ground handling operation including cargo loading and unloading at Chennai Airport from November 2010. The workers who were already doing the work of loading and unloading in Chennai Airport under other Contractors are said to have been engaged by the Respondent after contract for the service was given to it in 2010. According to the petitioner the Respondent has been making huge profit, but in spite of this it has resused to pay any bonus to its workers after the work of loading and unloading was entrusted to it.

9. It could be seen from the Counter Statement of the Respondent in both cases that the Respondent is taking shelter under Section 16 (1A) and 16(1B) of the Bonus Act to escape payment of bonus to workers.

10. It is not in dispute that the work at Chennai Airport was taken over by the Respondent only in the year 2010.

However, the Respondent Company was established in the year 2000. The case of the Respondent is that it commenced its operations in Chennai Airport only in the year 2010 and has not been able to derive any profit after it started its operation and therefore it is entitled to the protection under Section 16 (1A) and Section-16(1B) of the Bonus Act.

11. The counsel for the Respondent relief upon two decisions of the Apex Court in support of the case that in the absence of deriving any profit a Company is not, liable to pay bonus to its employees. As per Section 16(1A & 1B) of the Bonus Act if an establishment is newly set up the employees of such establishment will be entitled to be paid bonus only from the accounting year in which the employer derived profit from the establishment or from the sixth accounting year following the accounting year during which the employer sells the goods produced or manufactured by him or renders services as the case may be, from such establishment, whichever is earlier. In the decision in Madhaorao and others Vs. State of Maharashtra reported in 1971 1 SCC 542 the Apex Court has held that Alloy Steel Project is an establishment newly set up for the purpose of Section 16(1) of the Act and the exemption claimed for payment of bonus could be fully justified. In the above case the workers have contended that the Alloy Steel Project is controlled by Hindustan Steel Ltd. and therefore the exemption would not apply. The decision was on the basis of Section-16(2) of the Act which states that the provisions of Sub-Section (1) of Section 16 are to apply even to new departments, undertakings, branches set up by existing establishments. Alloy Steel Project was treated as a separate establishment as contemplated under Section 16(2) of the Act and thus it would found to be entitled to the exemption. The other decision relief upon by the Respondent is the Workmen of Hmt and Another Vs. Presiding Officer, National Tribunal, Calcutta And Another reported in 1973 2 SCC 277. It was a case where the workers had claimed that they are entitled to minimum bonus in spite of protection given under Section 16 of the Bonus Act. The Apex Court has held that Section 16(1) gives a total exemption to the establishments in the circumstances mentioned therein from payment of bonus which included minimum bonus also. It was further held that when the Section says that when an employee of the establishment referred to in the Section shall be entitled to be paid bonus under the Act only if the conditions mentioned therein are satisfied and it is idle to contend that notwithstanding the exemption granted under Section 16 the establishment referred to therein is still bound to pay minimum bonus. The Apex Court has further observed that if Section 16(1) applies however hard the result may be Section 10 will not entitle an employee even to get the minimum bonus under Section 10 of the Act.

12. The attempt of the counsel for the petitioner has been to make out that the Respondent is not a Company

which has commenced its operations newly and is therefore not entitled to the protection under Section 16(1) of the Bonus Act. According to the counsel the Respondent Company having been established in the year 2000 itself it is not entitled to claim the protection. Again, according to the counsel the Respondent has not established that the company has not derived profit after it started its operation in Chennai Airport in the year 2010. The counsel for the Respondent has referred to the decision of the Karnataka High Court in *Workman of Hindustan Machine Tools Ltd. Vs. Hmt Ltd.* Reported In CDJ 2991 KAR 372 wherein the Decision in Alloy Steel Project referred to earlier was distinguished. The High Court has observed that the Watch Case Division started by Hindustan Machine Tools was not doing any independent business in the newly created establishment but only manufacturing special watch cases for the main factory and has no separate existence. It was held that in such cases the establishment is also liable to pay bonus irrespective of the circumstances if it makes profit or not, if the circumstances made mention in the proviso exists.

13. The Respondent has no case that establishment at Chennai is a separate one different and distinct of the main establishment. It does not have even a case that it has a main establishment and its operation at Chennai is as if it is a new department or an establishment unconnected to the main establishment. The only contention raised by the Respondent is that it started its operation only in the year 2010, that 6 years has not elapsed after it started its operation that it did not derive any profit so far and therefore it is entitled to the benefit of Section 16(1A) and (1B) of the Bonus Act. It is not in dispute that the Respondent Company was established in the year 2000. MW1 has stated during cross-examination that the Respondent Corporation was incorporated under the Companies Act in the year 2000. The only contention is that operation at Chennai was started only in 2010, the profit was not derived so far and therefore Bonus is not payable by it. As per Section 3 of the Bonus Act an establishment include departments, undertakings and branches where an establishment consists of different departments or undertakings or has branches situated in the same place or in different places and all such departments or undertakings or branches shall be treated as part of the same establishment for the purpose of computation of bonus. The exemption is that where for any accounting year a separate balance sheet and profit and loss account are prepared and maintained in respect of any such department or undertaking or any branch, then such department or undertaking or branch shall be treated as a separate establishment for the purpose of computation of bonus unless such department or undertaking or branch was immediately before the commencement of the accounting year treated as part of the establishment for the purpose of computation of bonus.

14. The Respondent has no case that a separate balance

sheet and profit and loss account are prepared and maintained in respect of the operation at Chennai Airport. Its case is that it was given license for operation along with another establishment at Chennai and Kolkata and this operation was started only in the year 2010. It was because operation is claimed to have been started in the year 2010 the Respondent is claiming exemption for payment of bonus under Section 16 (1A and 1B) of the Act. The stand of the petitioner is that the establishment having been incorporated under the Companies Act in the year 2000 the Respondent is not entitled to claim the exemption at all. The Respondent being the one who is claiming the exemption it is upon the Respondent to establish that even though their Company was incorporated in the year 2000 it started its operation only in the year 2010.

15. A perusal of the oral evidence and the documents produced by the Respondent would show that they have not succeeded in discharging the burden of proving that they are entitled to the exemption claimed. The Chief Financial Officer of the Respondent Company has been examined as MW1. This witness has stated during cross-examination that after incorporation of the company in the year 2000 the Company has been submitting Profit and Loss Account and balance sheet to the registrar of companies every year. The balance sheet of the Financial Years 2010-2011, 2011-2012 and 2012-2013, the years pertaining to which claim is made only are produced by the Respondent. Even these documents marked as Ext.M1 to Ext.M3 are not complete even as admitted by MW1, as they are not accompanied by annexure. The witness has stated that copies of the Profit and Loss Account and balance sheet of the other years can also be obtained and produced. However, these documents were not produced. According to MW1 himself the above documents would have shown the nature of transaction of the Respondent during the period. Later he had stated that the Company was not doing any business from 2000 to 2009. He has stated that as per Ext. M1 there was profit for the year 2010-2011 but there was loss during the years 2011-2012 and 2012-2013. It is clear from the admission of MW1 that Profit and Loss Account and balance sheet were being submitted to the Registrar every year from the date of incorporation of the Company. Only if the documents are available it could be seen if the case of the Respondent that they were not doing any business until 2010 is correct or not. So an adverse inference has to be drawn against the Respondent.

16. Ext. M1 to Ext.M8, as stated, are the balance sheet and Profit and Loss Account for the three financial years respectively for which bonus is claimed. Page 3 of Ext.M1 shows balance sheet as on March 31, 2011. Apart from showing the account as on 31.3.2011, the last column of the page shows the account as on 31.3.2010. Against the column for Profit and Loss Account the amount shown as

on 31.03.2011 is above Rs. 1,36,00,000 while as on 31.3.2010 the amount shown is above Rs. 1,60,00,000/-. This also raised doubt regarding the contention of the Respondent that no business was carried out before 2010. It was for the Management to clear the doubt by producing all the required documents and proving that it was not carrying out any business before 2010 when it started operation at Chennai. The Respondent has not produced any document other than Ext.M1 to Ext.M3 regarding its operation after its incorporation. This calls for an adverse inference against the Respondent as already stated. The Respondent is to be treated as Company which has started its operation immediately after its incorporation or at least much before it started its operation at Chennai. So the Respondent is not entitled to the exemption provided under Section 16(1A) and Section 16(1B) of the Bonus Act. It is liable to pay bonus to the workmen. The workmen who had been working with the Respondent for the Financial Years 2010-2011, 2011-2012 and 2012-2013 are entitled to get bonus from the Respondent. Accordingly an award is passed as follows:

"In ID 34/2014 the Respondent is directed to pay bonus to the workers for the Financial Year 2012-2013 within a month of the publication of the award".

In ID 35/2014 the Respondent is directed to pay bonus to the workers for the Financial Years 2010-2011 and 2011-2012 within a month of the publication of the award".

In case of default in payment within the prescribed period the amount will carry interest @ 9% per annum from the date of publication of the award. An award is passed accordingly.

K.P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Sri K. Shanmuganathan

For the 2nd Party/Management : MW1, Sri Vipin Mahajan

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
	Nil	

On the Management's side

Ex.No.	Date	Description
Ex.M1	—	Balance Sheet/P&L Account for the year 2010-2011 together with calculation of profit as per Bonus Act
Ex. M2	—	Balance Sheet/P&L Account for the year 2011-2012 together with calculation of profit as per Bonus Act

Ex.M3	—	Balance—Sheet/P&L Account for the year 2012-2013 together with calculation of profit as per Bonus Act
Ex. M4	—	Form A and Form B under Bonus Act 1965
Ex.M5	—	An array of invoices raised by R-2 on the petitioner to bear the demurrage charges to be borne by Petitioner due to the strike by GHA workers of Petitioner on various dates amounting to Rs. 47,85,256-
Ex.M6	—	An array of claims made on the petitioner by Lufthansa Airlines for the loss sustaining by them due to strike by GHA workers of the petitioner amounting to Rs. 1,48,707/- and Rs. 1,45,261/- for the months of January 2013 and February 2013 respectively
Ex.M7	09.09.2009	Award of License granted by AAI to the Respondent Company
Ex.M8	18.10.2010	Certificate of Award of Licence wherein the AAI acknowledged the validity of the consortium between M/s Novia International APS, Denmark and the Respondent Company
Ex.M9	31.01.2011	Invoice No. 2010-11/MAA-01/01 raised on Pacific Logistics P. Ltd.—First Invoice
Ex.M10	10.01.2013	"The Hindu"—Press Clipping—Cargo workers of the petitioner go on indefinite strike
Ex.M11	12.01.2013	Press Clipping from TNN—Cargo piles up at airport due to worker's strike
Ex.M12	14.01.2013	Press Clipping titled—Chennai's air cargo faces backlog as handlers strike indefinitely
Ex.M13	22.01.2013	Press Clipping—Reporting that the union of cargo workers of the Petitioner company have called off strike
Ex.M14	23.01.2013	Letter AAI bringing to the attention of the petitioner warning that the flash strike by the ground-handling services employees of petitioner amounts to breach of agreement

Ex.M15 22.02.2013 Show Cause Notice from AAI to the petitioner in regard to the series of strike held by GHA on 14th / 15th May 2012 on 01.06.2012, 09.01.2013 to 15.01.2013, 20.02.2013 and 21.02.2013—calling for explanation

Ex.M16 01.05.2013 Show-case notice issued by AAI-disruption in cargo operations since 26.04.2013 and drawing the petitioner's attention to the fact that cargo operations have come to a grinding halt on 01.05.2013

Ex.M17 08.08.2013 Letter from AAI enclosing legal notice dated 05.08.2013 received from Qatar airways claiming demurrage charges and the statement of losses suffered by Qatar Airways

नई दिल्ली, 27 जुलाई, 2015

का०आ० 1537.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एस०के० मार्बल एण्ड मिनरल्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 39/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 21/07/2015 को प्राप्त हुआ था।

[सं० एल-29012/37/2013-आई आर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 27th July, 2015

S.O. 1537.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.. No. 39/2014) of the Central Government Industrial Tribunal / Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s S.K. Marble & Minerals and their workman, which was received by the Central Government on 21/07/2015.

[No. L-29012/37/2013-IR(M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JAIPUR

BHARAT PANDEY,
Presiding Officer
I.D. 39/2014

Reference No. L-29012/37/2013-IR(M)

dated: 21.4.2014

Shri Jeevraj (Jeeva)
S/o Sh. Bada Baranda
R/o Vill.-Jhakol
Post-Peeplada
Distt.-Dungarpur (Raj.)

V/s

Shri Noor Mohammad
Prof. M/s. S.K. Marble & Minerals
5/174, New Housing Board,
Opp. Modern School,
Dungarpur (Raj.).

AWARD

30.4.2015

1. The Central Government in exercise of the powers conferred under clause (d) of Sub-section 1 & 2(A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:—

"Whether the action of the management of M/s S.K. Mineral & Marbles, Dungarpur in terminating the services of Sh. Jeevraj (Jeeva) S/o Sh. Bada Baranda *w.e.f.* 11.4.2012 and non-payment of wages of Rs. 37,000 is justified? If not, what relief the workman is entitled to?"

2. Pursuant to the receipt of the reference order, registered notices were issued to both the parties as per the order of the tribunal dated 23.5.2014 fixing 21.7.2014 for filing statement of claim. On 21.7.2014 none was present from both the side & learned advocates were on strike. Notices sent were not returned back but acknowledgement was also not received back. Next date 20.8.2014 was fixed for further order. On 20.8.2014 again both the parties were absent & learned advocate were on strike & the Presiding Officer was on leave, hence, 15.9.2014 was next date fixed. As notices were not returned back hence, in order to ensure that notices were served upon both the parties, order was passed to write letter to the post master whether notices have been delivered to the addressee's or not & next date 28.10.2014 was fixed. Order was also passed on 15.9.2014 to sent fresh notices to both the parties for 28.10.2014. On 28.10.2014 none was present from both the side, next date 11.11.2014 was fixed for further order. On 11.11.2014 again none appeared from both the side. Notice sent for the second time to the opposite party Sh. Noor Mohammad returned with endorsement that his house was found locked on repeated visits by postman due to which notice is returned back. Thus, notice sent to Sh. Noor Mohammad is back on the record. Notice sent for the second time to the applicant also has not returned again. Order was passed on 11.11.2014 to send letter to the post office fixing 1.12.2014. On 1.12.2014 none appeared from both the side & the presiding officer was on leave hence, next date 29.1.2015 was fixed. On 29.1.2015 also both the parties were

absent & the presiding officer was on leave. Next date 27.4.2015 was fixed for further order. Letter sent to post office on 3.12.2014 was not replied by post office.

3. On 27.4.2015 none appeared from both the side & presiding officer was on leave. 29.4.2015 was next date fixed for further order. On 29.4.2015 also none appeared from both the side. No statement of claim was filed by applicant despite twice service against the applicant. Conceiving the fact that despite service twice against the applicant, applicant is not interested in submitting statement of claim further proceeding in the case was stopped on 29.4.2015 & the case was reserved for award.

4. It is pertinent to note that on 21.4.2014 reference order was sent by Ministry to applicant with direction to file statement of claim within 15 days from the date of receipt of reference. Applicant has neither filed statement of claim on the direction of Ministry nor on the notice of the tribunal which has been sent twice to the applicant. The applicant was under an obligation to file statement of claim after receipt of notice from Ministry even without any notice from the tribunal. Notices sent by the tribunal also has failed to secure positive response from applicant in filing statement of claim. It appears that applicant is not interested & willing to submit the statement of claim for adjudication. In the circumstances & in the absence of statement of claim & material evidence brought on record by the applicant, tribunal is unable to record the finding on the issues referred to it on merit. Accordingly, "No Claim Award" is passed in this matter. The reference under adjudication is answered accordingly.

5. Award as above.

BHARAT PANDEY, Presiding Officer

नई दिल्ली, 27 जुलाई, 2015

का.आ. 1538.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स हिन्दुस्तान जिंक लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक न्यायाधिकरण, जयपुर के पंचाट (संदर्भ संख्या 1/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/07/2015 को प्राप्त हुआ था।

[सं. एल-43012/13/1994-आई आर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 27th July, 2015

S.O. 1538.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1/99) of the Industrial Tribunal, Jaipur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Hindustan Zinc Limited and their workman, which was received by the Central Government on 21/07/2015.

[No. L-43012/13/1994-IR(M)]
NAVEEN KAPOOR, Under Secy.

अनुबन्ध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं० सी०आई०टी० 1/99

रैफरेंस: केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश क्रमांक एल-43012/13/94-आई०आर० (विविध) दिनांक 4.5.1995

बशीर मौहम्मद शेख, भीलवाड़ा।

.....प्रार्थी

बनाम

प्रबंधक, हिन्दुस्तान जिंक लि०, रामपुरा, अंगुचा माईन्स, भीलवाड़ा।

.....अप्रार्थी

उपस्थित

पीटसीन अधिकारी: श्री केदार लाल गुप्ता, आर०एच०जे०एस०

प्रार्थी की ओर से: श्री फारूक बेग

अप्रार्थी की ओर से: श्री राजीव शर्मा

अवार्ड

दिनांक : 02.03.2015

अधिनिर्णय

1. भारत सरकार के श्रम मंत्रालय की आज्ञा क्रमांक एल-43012/13/94-आई०आर०(विविध) दिनांक 4.5.95 से निम्न अनुसूची का विवाद अधिनिर्णय हेतु इस अधिकरण को दिनांक 21.6.99 को इस आशय का प्राप्त हुआ है कि—“क्या प्रबंधक, हिन्दुस्तान जिंक लि०, रामपुरा अंगुचा माईन्स, के द्वारा श्री बशीर मौहम्मद शेख, भीलवाड़ा को दिनांक 29.2.92 से सेवा से पृथक करना उचित एवं वैध है? यदि नहीं, तो कर्मकार किस राहत का अधिकारी है?”

2. प्रार्थी श्रमिक बशीर मौहम्मद की ओर से दिनांक 21.12.2000 को स्टेटमेंट ऑफ क्लेम पेश कर कथन किया कि प्रार्थी बशीर मौहम्मद की प्रथम नियुक्ति अप्रार्थी प्रबंधक हिन्दुस्तान जिंक लि० रामपुरा द्वारा स्वास्थ्य निरीक्षक के पद पर दिनांक 28.8.91 द्वारा की गई थी, जिसमें उसे ट्रेनी इंस्पेक्टर बताया गया, लेकिन दिनांक 29.10.91 के आदेश द्वारा संशोधित कर श्रमिक को प्रथम नियुक्ति से ही मानते हुए प्रथम छह माह के लिए 1690 रु० व दूसरे छह मास के लिए 1760 रु० वेतन निर्धारित किया गया व उसकी योग्यता व दक्षता को दृष्टिगत रखते हुए दिनांक 13.12.91 के आदेश द्वारा उसे एक क्वाटर का आवंटन भी किया गया, जिसमें उसे सैनेटरी इंस्पेक्टर ही माना गया और कार्मिक अधिकारी के आदेश दिनांक 31.12.91 के द्वारा यह स्पष्ट किया गया कि श्रमिक का डेजिगनेशन सैनेटरी इंस्पेक्टर है। इस तरह से श्रमिक की प्रथम नियुक्ति तिथि से ही सैनेटरी इंस्पेक्टर मानते हुए इस पद के समस्त लाभ व सुविधायें दिये जाने की मांग की और उसने प्रथम नियुक्ति से ही उक्त पद का कार्य मेहनत व ईमानदारी से करता रहा। किसी तरह की शिकायत का अवसर नहीं दिया और उसे जो कार्य दिया जाता उसको वह ईमानदारी व

संतोषजनक तरीके से किया करता था। उप प्रबंधक द्वारा दिनांक 29.2.92 से आदेश जारी कर दिनांक 29.2.92 से ही उसकी सेवायें समाप्त कर दी गईं और सेवा समाप्ति का कारण श्रमिक का कार्य संतोषजनक नहीं होना बताया और प्रार्थी के संबंध में यह आरोपित किया गया कि वह अनुपस्थित रहा, जबकि वह कार्य से कभी अनुपस्थित नहीं रहा और उसकी सेवायें समाप्त किये जाने से पूर्व उसे न तो कारण बताओ नोटिस जारी किया और न ही आरोप पत्र दिया, न ही आरोप उसके विरुद्ध सिद्ध किया गया और केवल यह सहारा लिया गया कि उसकी नियुक्ति परिवीक्षा काल पर की गई थी और परिवीक्षा काल पर उसका कार्य संतोषजनक नहीं पाये जाने पर उसकी सेवायें समाप्त की गई हैं। लेकिन अगर परिवीक्षा काल समाप्त होने से पूर्व ही किसी श्रमिक की सेवायें समाप्त की जावें तो उसके संबंध में आरोप लगाया जाकर उन्हें सिद्ध करना आवश्यक होता है। इस संबंध में समझौता अधिकारी के समक्ष भी कार्यवाही की, जहां अप्रार्थी प्रबंधक ने अपनी जांच में श्रमिक को आरोपित किया, लेकिन वास्तविकता में उसकी सेवाएं व्यक्तिगत दुर्भावना से प्रेरित होकर ही बिना बचाव सफाई का अवसर दिये समाप्त की गई हैं। समझौता अधिकारी के समक्ष उसके विरुद्ध जो आरोप लगाये गये, उसका प्रार्थी श्रमिक ने विस्तृत रूप से उत्तर दिया। प्रार्थी श्रमिक की सेवायें समाप्त करने से पूर्व अप्रार्थी प्रबंधक का यह उत्तरदायित्व था कि वरिष्ठता सूची बना कर उसका प्रकाशन करते लेकिन इसकी पालना नहीं कर औद्योगिक विवाद अधिनियम की धारा 77 का उल्लंघन किया है और वह सेवा की समाप्ति की तिथि से ही बेरोजगार बैठा है और अंत में यह प्रार्थना की कि प्रार्थी श्रमिक का सेवापृथक्करण आदेश अवैध और अनुचित घोषित किया जाकर उसे सेवा पृथक्करण की तिथि से ही संवैतनिक व निरंतर सेवा में लिया जावे।

3. अप्रार्थी प्रबंधन द्वारा स्टेटमेंट आफ क्लेम का दिनांक 2.9.2000 को जवाब प्रस्तुत कर प्रारम्भिक आपत्ति ली कि यह रेफरेंस औद्योगिक विवाद अधिनियम की धारा 12(4) 12(5) सपठित धारा 10 के विरुद्ध है, जो निरस्त किये जाने योग्य है। साथ ही यह आपत्ति ली कि प्रार्थी का नियोजन सेवा शर्तों के अनुसार संविदा के रूप में किया गया था और उसका सेवा मुक्ति आदेश सेवा शर्तों के अनुसार परिवीक्षा काल की अवधि में ही किया गया है। अतः यह धारा 2(00)(BB) के तहत नहीं आता है और न ही यह औद्योगिक विवाद की श्रेणी में आता है। अतः उसका क्लेम चलने योग्य नहीं है।

4. आगे जवाब में यह कथन किया है कि प्रार्थी ने जिस तरह का तथ्य वर्णित किया है, वह गलत है। वास्तव में उसे प्रशिक्षण अवधि में ट्रेनी सेनेट्री इंस्पेक्टर के पद पर रखा गया था और इस प्रशिक्षण की अवधि में उसका कार्य संतोषजनक नहीं पाया और इस अवधि में वह अनुपस्थित रहा, कार्य के दौरान उसका व्यवहार ठीक नहीं रहा और सेवा शर्तों के अनुसार ही उसे सेवा मुक्त किया गया है। प्रार्थी का नियुक्ति प्रस्ताव दिनांक 28.8.91 के अनुक्रम में दिनांक 31.8.91 को ट्रेनी सेनेट्री इंस्पेक्टर के पद पर प्रस्तावित की गई थी, जिसमें एक वर्ष के परिवीक्षा काल का उल्लेख था। उस दौरान उसे 1250 रु० स्ट्राइफण्ड देने की शर्त थी और एक वर्ष का प्रशिक्षण पूर्ण होने पर उसे छह माह के लिए ट्रायल अवधि व आगामी छह माह परिवीक्षा अवधि में कार्य करने की शर्त की गई और इस ट्रायल अवधि में 1690 रु० और परिवीक्षा अवधि में

1760 रु० वेतन दिये जाने की शर्त थी व एक वर्ष की अवधि ट्रायल व परिवीक्षा अवधि संतोषजनक पूर्ण करने पर नियुक्ति तिथि से दो वर्ष की ट्रेनिंग, ट्रायल व परिवीक्षा अवधि संतोषजनक रूप से पूर्ण करने पर श्रेणी VI के नियमित वेतनमान 1580—56—2420 व नियमानुसार वेतन भत्ते देने की शर्त थी और उसके बाद दिनांक 19.10.91 के द्वारा नियुक्ति आदेश में संशोधन करते हुए ट्रायल अवधि में प्रथम छह माह 1690 रु० प्रतिमाह व आगामी छह माह में 1760 रु० प्रतिमाह की दर से मासिक भुगतान का उल्लेख किया गया।

5. प्रार्थी को मकान का आवंटन उसके कार्य की परिस्थितियों को दृष्टिगत रखते हुए किया गया, न कि उसके कार्य अनुभव व दक्षता के आधार पर। प्रार्थी द्वारा नियुक्ति शर्तों को स्वयं करने पर नियुक्ति तिथि से उसका पदनाम ट्रेनी सेनेट्री इंस्पेक्टर के बजाय सेनेट्री इंस्पेक्टर माना गया था। अन्य शर्तें यथावत लागू थी और प्रार्थी परिवीक्षा अवधि में ही था। वास्तव में प्रार्थी अनुपस्थित रहता था और अपने कर्तव्य के प्रति उदासीन व लापरवाह पाया गया और उसे जिन चिकित्सा अधीक्षक द्वारा दिनांक 23.12.91 द्वारा अजमेर के मानसिक चिकित्सालय को जांच हेतु रेफर किया गया था। प्रार्थी को आरोप दिनांक 6.1.92 द्वारा ड्यूटी समय पर नहीं आने, सफाई व्यवस्था व जल आपूर्ति के क्लोरोनाईजेशन का नियमित तौर से निरीक्षण नहीं करने हेतु पत्र दिया गया। उसके बिना सूचना के कार्य से अनुपस्थित रहने, जिन स्टाफ व अन्य कर्मचारियों से उसका व्यवहार अच्छा नहीं रहने के संबंध में दिनांक 6.1.92 के पत्र द्वारा 48 घंटे में स्पष्टीकरण मांगने पर भी प्रार्थी द्वारा दिनांक 14.1.92 तक प्रति उत्तर नहीं दिया। इसे यह माना कि उस पर लगे आरोपों को वह स्वीकार करता है। इसके बाद दिनांक 10.2.92 के पत्र द्वारा प्रार्थी से सलाह व चेतावनी दी गई, जिसके संबंध में प्रार्थी ने जवाब देकर स्वीकार किया कि घरेलू व मानसिक परेशानी के कारण दैनिक कार्य को नियमित रूप से नहीं देख पा रहे हैं और दुबारा गलती नहीं करने का आश्वासन दिया। साथ ही यह कथन किया कि प्रार्थी की नियुक्ति दिनांक 31.8.92 से सेवा समाप्ति दिनांक 29.2.92 तक साप्ताहिक अवकाश मात्र 125 दिन थी। इस कारण उसके विरुद्ध औद्योगिक विवाद अधिनियम के प्रावधान लागू नहीं होते हैं और अंत में प्रार्थी का स्टेटमेंट आफ क्लेम खारिज किया जाने की प्रार्थना की।

6. प्रार्थी श्रमिक की ओर से दिनांक 17.12.03 को जवाबुल जवाब पेश कर कथन किया कि हिन्दुस्तान जिनक लिमिटेड एक औद्योगिक उपक्रम है और यह वाद औद्योगिक न्यायाधिकरण के अंतर्गत ही है। उसे नियुक्ति आदेश प्राप्त होते ही कार्य करना प्रारम्भ किया और दिनांक 31.8.91 से ही उसे नियोजित माना गया। प्रार्थी की नियुक्ति संविदा के आधार पर किया जाना बताया है जबकि समस्त कार्यवाही विधिवत साक्षात्कार, मेडिकल चैकअप इत्यादि के बाद परमानेंट तौर पर तीन में से एक पोस्ट की गई। जिसकी कार्यवाही के कागजों की उसकी सेलेरी स्लिप वेतन भुगतान की फोटो प्रतियां पेश की हैं। कांटेक्ट संविदा की शर्तों के कागज न ही हैं, आरएसआर इत्यादि में नियमानुसार एक वर्ष की अवधि में 90 दिन से अधिक कार्य करने वाले कर्मकार का स्थाईकरण का अधिकार बन जाता है तथा धारा 25जीआई के अंतर्गत विधिवत नोटिस व चार्जशीट नहीं दी गई है। दिनांक 8.2.92 के पत्र द्वारा प्रार्थी का कार्यक्षेत्र लिखित रूप से तय किया एवं फिर भी कार्य क्षेत्र बड़ा होने पर

भी वाहन की सुविधा नहीं दी गई। प्रार्थी मन में लगन व निष्ठा होने के कारण नियोक्ता की दुर्भावना की ओर से अनभिज्ञ रहा। धारा 25 जी आई के अंतर्गत नोटिस/चार्जशीट नहीं दी गई। आरोप साबित नहीं किये गये। आरोपों को सत्यापित नहीं होने दिया गया। मैडिकल बोर्ड से कोई जांच न होने दी। बीमारी कार्य के अनुरूप होना व्यवहार इत्यादि की कोई पुष्टि की नहीं गई। जानबूझ कर उसकी अनुपस्थितियां लगाई गई तथा ट्रेनिंग अवधि पूर्ण होने तक इंतजार नहीं किया गया और नही परिवीक्षा काल पूर्ण होने दिया और सेवा पृथक का आदेश बेक डेट में दिया। इस प्रकार प्रार्थी का स्टेटमेंट आफ क्लेम स्वीकार किये जाने की प्रार्थना की।

7. प्रार्थी श्रमिक की ओर से मौखिक साक्ष्य में साक्षी बशीर मौहम्मद शेख को प्रस्तुत किया तथा अप्रार्थी संस्थान की ओर से मौखिक साक्ष्य में प्रदीप कुमार पाण्डे को प्रस्तुत किया तथा प्रलेखीय साक्ष्य में प्रदर्श एम 1 सेवामुक्ति आदेश, घरेलू एवं मानसिक परेशानी के कारण दैनिक कार्य नियमित रूप से देख नहीं पाने बाबत पत्र प्रदर्श एम 2, बशीर मौहम्मद का मैडिकल बाबत प्रदर्श एम 3, बशीर मौहम्मद का नियोजन प्रदर्श एम 4 से शर्तों के अनुसार संविदा का नियोजन स्टार्डफण्ड देने की शर्त का पत्र, प्रदर्श एम 5 पत्र दिनांक 23.9.91, प्रदर्श एम 6 ज्वाइनिंग रिपोर्ट, प्रदर्श एम 7 कार्यग्रहण बाबत पत्र दिनांक 31.8.91, नियुक्ति शर्तें प्रदर्श एम 8, ड्यूटीज में अनियमितता बाबत स्पष्टीकरण मांगा प्रदर्श एम 9, उसका जवाब नहीं दिया इस हेतु पत्र प्रदर्श एम 10, दिनांक 10.2.92 का पत्र प्रदर्श एम 11 प्रस्तुत कर प्रदर्शित कराये गये।

8. मैंने भय पक्षों की बहस सुनी गयी। पत्रावली का अवलोकन किया।

9. प्रार्थी के विद्वान प्रतिनिधि का तर्क है कि प्रार्थी बशीर मौहम्मद की अप्रार्थी प्रबंधन द्वारा दिनांक 6.8.91 को 6 प्रदर्श ट्रेनी सैनेट्री इन्स्पेक्टर के पद पर नियुक्ति की गई, जिसके अनुक्रम मे प्रार्थी दिनांक 30.8.91 को उक्त पद पर कार्य किया। प्रबंधन द्वारा दिनांक 31.12.91 के आदेश से उसे सेनेट्री इन्स्पेक्टर से नियमित करते हुए उसे इसी पद का कर्मचारी नंबर 60509 जारी किया, जिसके अनुसरण में भी प्रार्थी द्वारा सैनेट्री इन्स्पेक्टर के पद पर कार्य ग्रहण किया। अतः ऐसी स्थिति में प्रार्थी श्रमिक की प्रबंधन द्वारा सेनेट्री इन्स्पेक्टर के पद पर नियमित नियुक्ति कर दी गई। उसके बाद प्रबंधन द्वारा जारी आदेश दिनांक 29.2.92 प्रदर्श एम 1 से दिनांक 29.2.92 को ही दोपहर पश्चात् उसकी सेवा समाप्त की गई हैं, जो गलत है, क्योंकि उसके संबंध में लगाये गये दोषारोपण के संबंध में प्रबंधन द्वारा किसी तरह का न तो कोई नोटिस दिया और न ही कोई आरोप पत्र दिया और आरोप पत्र के संबंध में किसी तरह की नियमित जांच भी उसके विरुद्ध नहीं की गई। अतः प्रार्थी श्रमिक के सेवा पृथक्करण का आदेश अवैध एवं अनुचित है और उसे नियमित सेवा में मानते हुए उसका सेवा पृथक्करण आदेश को निरस्त कर पारिणामिक लाभ दिलाये जाने की प्रार्थना की है।

10. इसके विपरीत अप्रार्थी प्रबंधन के विद्वान प्रतिनिधि का तर्क है कि मूलतः प्रार्थी श्रमिक को 6.8.91 के आदेश द्वारा उसमें वर्णित शर्तों के अनुसार ट्रेनी सैनेट्री इन्स्पेक्टर एक वर्ष के लिए नियुक्त किया गया था, उक्त प्रशिक्षण संतोषजनक ढंग से पूरा होने पर इस प्रशिक्षण के बाद छह

माह की अवधि के लिए ट्रेल पर जाना था और इस अवधि में श्रमिक को 1690 रु. प्रतिमाह पारिश्रमिक मिलना था और इस छह माह के ट्रेल पूरा करने के अगले छह माह के परिवीक्षा काल पर रखा जाना था, जिसके लिए 1760 रु. प्रतिमाह पारिश्रमिक दिये जाने और श्रमिक द्वारा प्रशिक्षण ट्रेल व परिवीक्षा अवधि पूर्ण करने पर ही उसको केटेग्री VI की नियमित वेतन शृंखला 1580-56-2420 दी जानी थी, लेकिन श्रमिक ने उक्त अवधि का न तो पूर्ण रूप से प्रशिक्षण प्राप्त किया, बल्कि उसका कार्य संतोषजनक नहीं पाया गया। उसे चिकित्साधिकारी के समक्ष अपना मैडिकल चैकअप के लिए निर्देशित किया गया, जिसकी उसके पालना नहीं की। उसका संस्थान में कार्यरत कर्मचारियों से कार्य एवं व्यवहार सही नहीं था, वह अनुपस्थित रहा। इस तरह से उसके दिनांक 6.8.91 के आदेश प्रदर्श एम 4 में संलग्न संख्या 7 का उल्लंघन किया तथा उसमें प्रबंधन के आदेश दिनांक 31.12.91 के साथ संलग्न शर्त 8 भी उल्लेख किया है, इन सभी पर उसे नोटिस दिनांक 6.1.92 प्रदर्श एम 9, एम 10 दिनांक 14.1.92 दिया गया, जिसका उसने कोई जवाब प्रस्तुत नहीं किया और अंत में उसे नोटिस दिनांक 10.2.92 प्रदर्श एम 11 दिया गया, जिसका जवाब प्रदर्श एम 2 में श्रमिक ने यह स्वीकार किया कि वह मानसिक परेशानी के कारण अपना दैनिक कार्य नहीं देख पाया और यह भी स्वीकार किया कि भविष्य में ऐसी गलती नहीं करेगा। अतः श्रमिक द्वारा अपना ट्रेली और परिवीक्षा काल संतोषजनक रूप से पूर्ण किया गया। इसी कारण सेवाशर्तों और संविदा शर्तों के अनुसार ही उसको सेवा से दिनांक 29.2.92 प्रदर्श एम 1 से मुक्त किया गया है और ऐसे परिवीक्षा काल के संबंध में श्रमिक को आरो पत्र दिया जाकर नियमित जांच किया जाना आवश्यक नहीं है।

11. साथ ही यह भी तर्क दिया कि श्रमिक ने एक वर्ष में नियमित रूप से 240 दिन सेवा पूर्ण नहीं की है। अतः उसका विवाद आद्योगिक विवाद की श्रेणी में नहीं आता है और उसका स्टेटमेंट आफ क्लेम खारिज किये जाने की प्रार्थना की।

12. मैंने उभय पक्ष की बहस सुनी तथा पत्रावली का ध्यानपूर्वक अवलोकन किया, जिससे प्रकट होता है कि श्रमिक बशीर मौहम्मद को अप्रार्थी संस्थान द्वारा दिनांक 6.8.91 के आदेश एम 4 से ट्रेनी सेनेट्री इन्स्पेक्टर से पद पर इसमें उल्लेखित शर्तों पर नियुक्ति दी गई, जिसके अनुसार कार्यग्रहण करने की तिथि से उक्त पद के लिए एक वर्ष का प्रशिक्षण काल, जिसमें उसे 1250 रु प्रतिमाह व अन्य भत्तों का स्टार्डफण्ड दिया जाना और इस एक वर्ष के प्रशिक्षणकाल पूरा होने पर उसे अगले छह माह के लिए ट्रेल पर जाना और उस अवधि में उसे 1690 रु प्रतिमाह मजदूरी मिलना और इस अवधि के पूर्ण होने पद उसे अन्य छह माह के लिए परिवीक्षा काल पूरा करना, जिसमें उसे 1760 रु प्रतिमाह मजदूरी मिलना और उसके बाद प्रशिक्षण काल, ट्रेल परिवीक्षा अवधि को पूर्ण करने पर ही उसे केटेग्री VI की नियमित वेतन शृंखला 1580-56-2420 पर नियुक्ति दी जानी थी। इसके अतिरिक्त उसकी नियुक्ति शर्तें इसके साथ संलग्न प्रस्तावित पत्र के अनुसार होनी चाहिए थी, जिसकी शर्त संख्या 7 में यह उल्लेख है कि इस सम्पूर्ण अवधि में अगर श्रमिक श्रमिक प्रबंधन के यहां किसी तरह के कोई दुर्व्यवहार का दोषी पाया गया तो उसे शीघ्र प्रबंधन सेवा से मुक्ति की जावेगी तथा उसे दिनांक 19.8.91 को अपना स्वीकृति पत्र देकर कार्यग्रहण करना था,

जिसकी अनुपालना में प्रार्थी श्रमिक ने दिनांक 30.8.91 को अपना कार्यग्रहण पत्र प्रदर्श एम 6 के माध्यम से किया। इसके बाद प्रबंधन द्वारा दिनांक 31.12.91 के आदेश द्वारा श्रमिक को सैनेट्री के पद पर उसके द्वारा कार्यग्रहण करने की तिथि से नियुक्त करते हुए उसको एम्प्लोई नंबर 60509 दिया है। साथ ही यह भी उल्लेख किया है कि श्रमिक द्वारा अपने इस पत्र के साथ संलग्न शर्तों को स्वीकार करते हुए अपनी स्वीकृति देनी होगी और नियुक्ति की शर्तें प्रदर्श एम 8 में उल्लेखित हैं, जिसके अनुसार श्रमिक एक वर्ष की अवधि के लिए परिवीक्षा पर रहेगा। जिसको प्रबंधन के विवेक पर बढ़ाया जा सकता है और उसको स्थाई तभी किया जावेगा, जब प्रबंधन की संतुष्टि पर परिवीक्षा काल पूरा करेगा तथा परिवीक्षा काल में पूर्व या बाद में उसे बिना किसी कारण बताये उसकी सेवायें समाप्त की जा सकती हैं। अर्थात् इस पत्र द्वारा भी श्रमिक की एक वर्ष की परिवीक्षा पर नियुक्ति दी गई।

13. इसके बाद प्रबंधन द्वारा श्रमिक को दिनांक 6.1.92 के पत्र प्रदर्श एम 9 जारी कर उससे प्राप्ति के 48 घंटे के अंदर स्पष्टीकरण मांगा है, जिसके अनुसार श्रमिक द्वारा अपनी ड्यूटी समय पर पूरा नहीं करना, बिना किसी अनुमति के अनुपस्थित रहना, उसके अपने साथियों के साथ व्यवहार सही नहीं होना व उसके द्वारा अपना सैनेट्री कांटेक्ट वर्क नियमित रूप से निरीक्षण नहीं करना व अन्य कार्य भी नहीं करना और उसे जेएलएन मैडिकल कॉलेज अजमेर में अपना परीक्षण के लिए निर्देशित करने के बावजूद भी परीक्षण नहीं करवाने का उल्लेख किया है। उसके बाद पुनः प्रबंधन के पत्र प्रदर्श एम 10 इन्हीं के संबंध में लिखा गया है और उसमें यह भी उल्लेख है कि इसका उसके संबंध में जवाब प्राप्त नहीं हुआ।

14. यद्यपि इन दोनों पत्रों को श्रमिक ने अपनी साक्ष्य में प्राप्त होना नहीं बताया है। प्रबंधन की ओर से श्रमिक को एक अन्य पत्र प्रदर्श एम 11 दिनांक 10.2.92 प्रेषित किया है, जिसमें उसका जनवरी व फरवरी माह में 27 दिन कार्य से बिना किसी सूचना के अनुपस्थित रहना और उसका कर्तव्यों में रूचि नहीं लेने का उल्लेख किया है, जिसका जवाब श्रमिक द्वारा प्रदर्श एम 2 दिया है, जिसमें उसने कुछ दिनों के लिए घरेलू व मानसिक परेशानी के कारण अपना दैनिक कार्य नियमित रूप से नहीं कर पाना और कुछ दिनों के लिए अनुपस्थित रहना स्वीकार करते हुए यह उल्लेख किया है कि भविष्य में वह ऐसी गलती नहीं करेगा और जिरह के दौरान भी उसने प्रबंधन के पत्र प्रदर्श एम 11 को प्राप्त कर उसका स्पष्टीकरण प्रदर्श एम 2 देना स्वीकार किया है। इससे यह स्पष्ट है कि श्रमिक अपने कर्तव्य से बिना किसी पूर्व सूचना के अनुपस्थित रहा और उसने अपना कार्य सम्पादन में कोई रूचि नहीं ली, जिसे समय समय पर ध्यान भी दिलाया गया। इसके बाद प्रबंधन ने आदेश प्रदर्श एम 1 दिनांक 29.2.92 द्वारा उसकी नियुक्ति छह माह के प्रशिक्षण काल पर देने के कारण और उस अवधि में उसकी सेवा संतोषजनक नहीं पाये जाने के कारण दिनांक 29.2.92 को ही दोपहर पश्चात् सेवा से उसे मुक्त किया है। इससे यह स्पष्ट है कि श्रमिक श्री बंशीर मौहम्मद की मूलतः ट्रेनी सैनेट्री इंस्पेक्टर प्रशिक्षण काल ट्रेल और परिवीक्षा काल के लिए नियुक्ति किन्हीं शर्तों के तहत दी गई थी, जिसकी शर्त संख्या 7 के अनुसार अगर उसका आचरण सही नहीं पाया गया तो उसे तुरंत प्रभाव से सेवा से मुक्त किया जा सकता है और उसका दिनांक 31.12.91 के

आदेश से सैनेट्री इंस्पेक्टर की एक वर्ष की अवधि के लिए परिवीक्षा पर नियुक्ति दी गई और उसे स्थाई तभी किया जावेगा, जब वह परिवीक्षा काल पूरा करेगा और परिवीक्षा काल के दौरान किसी भी समय उसकी सेवायें समाप्त की जा सकती हैं।

15. इससे यह स्पष्ट है कि श्रमिक ने प्रदर्श एम 4 दिनांक 6.8.91 व प्रदर्श एम 8 दिनांक 31.12.91 के साथ संलग्न शर्तों को स्वीकार करते हुए उसने अपनी नियुक्ति स्वीकार की तथा पत्र प्रदर्श एम 11, 10.2.92 व उसका जवाब प्रदर्श एम 2 से यह स्पष्ट है कि श्रमिक ने उसकी नियुक्ति की शर्तों की पूर्णतया पालना नहीं की, जिसके संबंध में श्रमिक को प्रबंधन द्वारा पत्र प्रदर्श एम 9 दिनांक 6.1.92 व पत्र प्रदर्श एम 2 दिनांक 14.1.92 द्वारा ध्यान में लाया गया और अंततः दिनांक 10.2.92 को प्रदर्श एम 10, प्रदर्श एम 11 पत्र जारी किया, जिसके संबंध में श्रमिक ने पत्र प्रदर्श एम 2 जवाब प्रस्तुत कर जनवरी, फरवरी में कुछ दिन अनुपस्थित रहने और घरेलू व मानसिक रूप से परेशान होने के कारण अपना दैनिक कार्य नहीं कर पाना स्वीकार किया। इससे यह स्पष्ट है कि श्रमिक ने अपनी नियुक्ति शर्तों के अनुसार परिवीक्षा काल पूर्णतया संतोषजनक तरीके से पूरा नहीं किया। श्रमिक ने अपने शपथ पत्र में यह लिखा है कि वह कभी अनुपस्थित नहीं रहा, बल्कि अवकाश पर रहा था। इसके संबंध के जिरह में यह कहा है कि यह बात सही लिखी है, लेकिन मेरे विनम्र मत में श्रमिक के शपथ पत्र का यह भाग सही नहीं है, क्योंकि वह स्वयं अपने जवाब प्रदर्श एम 2 में यह स्वीकार करता है कि वह जनवरी, फरवरी माह में कुछ दिन अनुपस्थित रहा और घरेलू व मानसिक परेशानी के कारण वह अपना दैनिक कार्य नहीं कर पाया। इससे यह स्पष्ट है कि वह जनवरी, फरवरी माह में अनुपस्थित रहा।

16. जहां तक अवकाश का प्रश्न है, श्रमिक की ओर से न्यायालय के समक्ष ऐसा कोई अवकाश स्वीकृति आदेश जो प्रबंधन ने उक्त अवधि के लिए जारी किया गया, प्रस्तुत नहीं किया। श्रमिक ने अपनी दिमागी बीमारी से ग्रसित होने के सुझाव को गलत बताया है। लेकिन यह स्वीकार किया है कि प्रदर्श एम 3 में उसका नाम लिखा है। प्रदर्श एम 3 के माध्यम से श्रमिक का मामला साईंकेट्री विभाग के प्रोफेसर विभागाध्यक्ष को पत्र दिनांक 23.1.91 को प्रेषित किया है, जिसका उल्लेख प्रबंधन ने अपने पत्र दिनांक 6.1.92 प्रदर्श एम 9 में किया है, जिसके अनुसार उसे जेएलएन मैडिकल कोलेज अजमेर के साईंकेट्री विभाग में उपस्थित होना था, लेकिन वह उपस्थित नहीं हुआ। उक्त आदेश की श्रमिक द्वारा पालना किया जाना आवश्यक था।

17. इस तरह से न्यायालय के समक्ष उभय पक्षकारान् की साक्ष्य आई है, उससे स्पष्ट है कि श्रमिक की सर्वप्रथम प्रशिक्षण काल के लिए, फिर ट्रेल के लिए, फिर परिवीक्षा काल के लिए प्रदर्श एम 4 व दिनांक 31.12.91 के आदेश द्वारा इसके साथ संलग्न शर्तों के अनुरूप नियुक्ति की गई थी। लेकिन स्वीकृत रूप से उसे अपना परिवीक्षा काल उसकी नियुक्ति की शर्तों के अनुसार पूरा नहीं कर इसी अवधि में उसने दुराचरण किया है।

18. इस संबंध में श्रमिक की ओर से प्रस्तुत किया गया न्यायिक दृष्टांत 1993(3) सुप्रीम कोर्ट के सेज पेज 60 दिप्ती प्रकाश बनर्जी बनाम सत्येन्द्र नाथ बोस नेशनल सेंटर फार बेसिक साईंसेंस, कलकत्ता व अन्य

के मामले में माननीय उच्चतम न्यायालय ने यह निर्धारित किया है कि जहां परीक्षा काल में अगर किसी श्रमिक की सेवायें उस पर दोषारोपण कर समाप्त की जाती हैं और उसके संबंध में नियमित रूप से विभागीय जांच नहीं की जाती है तो ऐसा सेवामुक्ति आदेश गलत है, लेकिन अगर श्रमिक की सेवायें बिना किसी दोषारोपण के परीक्षा काल के दौरान उसके विरुद्ध बिना किसी स्टिग्मा (Stigma) लगाये सेवा समाप्त की जाती हैं, तो उसके संबंध में नियमित जांच किया जाना आवश्यक नहीं है।

19. इस संबंध में प्रबंधन की ओर से प्रस्तुत किये गये न्यायिक दृष्टांत 2012 एलएलआर पेज 514 सुप्रीम कोर्ट, हैडमास्टर लॉरेंस स्कूल लोवडेल बनाम जयंती रघु व अन्य के मामले में माननीय उच्चतम न्यायालय ने यह निर्धारित किया है कि जहां किसी व्यक्ति की नियुक्ति दो वर्ष की परीक्षा के लिए की जाती है, जिसमें यह भी उल्लेख है कि यह परीक्षा काल एक वर्ष के लिए यदि आवश्यकता हो तो बढ़ाया जा सकता है और इसी परीक्षा काल की अवधि में प्रार्थी द्वारा किसी व्यक्ति से कुछ राशि प्राप्त करने के कारण उसकी सेवायें समाप्त की गईं, तब माननीय उच्चतम न्यायालय ने यह निर्धारित किया कि परीक्षा काल पूरा करने पर अगर उसका औपचारिक स्थाईकरण आदेश जारी नहीं किया गया है, तब ऐसे कर्मचारी की सेवायें प्रबंधन द्वारा बिना नियमित जांच करे समाप्त की जाती हैं तो वह अवैध नहीं है, क्योंकि इसके संबंध में औपचारिक स्थाईकरण आदेश किया जाना आवश्यक है और परीक्षा काल के बाद अगर वह कर्मचारी सेवायें दे रहा है तो उसे स्वतः स्थाई नहीं माना जा सकता।

20. वर्तमान मामले में स्वीकृत रूप से प्रार्थी श्रमिक को पूर्णतया प्रदर्श एम 4 के आदेश से एक वर्ष का प्रशिक्षण काल, उसके बाद छह माह के ट्रेल की अवधि व उसके बाद छह माह के परीक्षा काल पर नियुक्ति के साथ संलग्न शर्तों के अनुसार नियुक्ति दी गई थी। स्वीकृत रूप से श्रमिक ने प्रशिक्षण, ट्रेल अवधि व परीक्षा काल अप्रार्थी प्रबंधन के यहां संतोषजनक रूप से पूरा नहीं किया। अगर यह भी माना जावे कि दिनांक 31.8.91 के आदेश से उसे सेनेट्री इन्स्पेक्टर के पद के लिए नियुक्ति दी गई, इस आदेश के साथ संलग्न शर्त प्रदर्श 8 के अनुसार भी उसे एक वर्ष की परीक्षा पर नियुक्ति दी गई, लेकिन इसी अवधि में वह जनवरी, फरवरी माह में 27 दिन अनुपस्थित रहा। इस तथ्य को श्रमिक ने अपने जवाब प्रदर्श एम 2 व जिरह में स्वीकार किया है और यह स्वीकार किया है कि वह घरेलू व मानसिक परेशानी के कारण वह दैनिक कार्य नियमित रूप से नहीं देख पाया। अतः उसने प्रबंधन के यहां परीक्षा काल संतोषजनक पूर्ण नहीं किया है और उसे इस संबंध में प्रबंधन द्वारा समय-समय पर कारण बताओ नोटिस जारी किये और परीक्षा काल पूरा करने से पूर्व ही प्रबंधन द्वारा श्रमिक को दिनांक 29.2.92 के आदेश से इसकी सेवायें संतोषजनक नहीं पाये जाने पर समाप्त की गई हैं, मेरे विनम्र मत में यह स्टिग्मा (Stigma) की श्रेणी में नहीं आता है। अतः प्रबंधन द्वारा प्रस्तुत किये गये उक्त न्यायिक दृष्टांत को दृष्टिगत रखते हुए उसके संबंध में नियमित जांच किया जाना और उसे दोषारोपण पत्र दिया जाना आवश्यक नहीं था।

21. अतः श्रमिक की ओर से प्रस्तुत किये गये न्यायिक दृष्टांत के तथ्य एवं परिस्थितियों वर्तमान मामले से भिन्न होने के कारण श्रमिक की कोई मदद नहीं करता है।

22. प्रबंधन की ओर से प्रस्तुत किये गये न्यायिक दृष्टांत 2006 एलएलआर पेज 1233 विद्या वर्धका संघ व अन्य बनामवाई.डी. देशपाण्डे व अन्य के मामले में माननीय उच्चतम न्यायालय ने यह निर्धारित किया कि जो किसी व्यक्ति की नियुक्ति परीक्षा काल पर अस्थायी रूप से किसी विशिष्ट समय के लिए की गई है तो उस समय के समाप्त होने पर उसकी नियुक्ति खत्म हो जाती है और ऐसे व्यक्ति को ऐसे पद को धारण करने का कोई अधिकार नहीं है तथा उसकी नियुक्ति आदेश की शर्तों के अनुसार अगर उसकी सेवायें समाप्त की जाती हैं और ऐसे व्यक्ति द्वारा उसके नियुक्ति आदेश में संलग्न शर्तों को स्वीकार किया जाता है तो बाद में नियुक्ति आदेश की उन शर्तों को मानने से मना नहीं कर सकता, जिससे मैं पूर्णतया सहमत हूँ।

23. श्रमिक की ओर से प्रस्तुत किये गये अन्य न्यायिक दृष्टांत आईएलजे ओपी नंबर 1031/1989-डब्ल्यू. दिनांक 25 जून, 1992 केरला उच्च न्यायालय, केरला प्राईवेट मोटर एण्ड मैकेनिकल वर्क्स फेडरेशन बनाम स्टेट आफ केरला व अन्य के मामले में माननीय केरला उच्च न्यायालय ने यह निर्धारित किया है कि प्रत्येक व्यक्ति जिसे किसी संस्थान में स्थाई या अस्थायी रूप से यह परीक्षा पर नियुक्त किया जाता है, वह औद्योगिक विवाद अधिनियम की धारा 2(8) के अनुसार श्रमिक की श्रेणी में आता है, जिससे मैं सहमत हूँ।

24. वर्तमान मामले में भी श्रमिक की सेवायें उसकी नियुक्ति आदेश प्रदर्श एम 4 व प्रदर्श एम 8 में वर्णित शर्तों के अनुसार ही समाप्त की गई हैं। अतः प्रबंधन द्वारा श्रमिक श्री बशीर मौहम्मद शेख की सेवा समाप्ति आदेश 29.2.92 उचित व वैध है। श्रमिक किसी प्रकार की राहत पाने का अधिकारी नहीं है।

25. उपरोक्त विवेचन के फलस्वरूप प्रकरण में निम्न अधिनिर्णय पारित किया जाता है:—

अवार्ड

26. श्रमिक बशीर मौहम्मद शेख, भीलवाड़ा की ओर से प्रस्तुत स्टेटमेंट आफ क्लेम अस्वीकार किया जाकर खारिज किया जाता है तथा प्रबंधक हिन्दुस्तान ज़िंक लि. रामपुरा अंगुचा माईन्स के द्वारा श्री बशीर मौहम्मद शेख, भीलवाड़ा को दिनांक 29.2.92 से सेवा से पृथक् करना उचित एवं वैध है। श्रमिक किसी प्रकार की कोई राहत पाने का अधिकारी नहीं है।

केदार लाल गुप्ता, न्यायाधीश

नई दिल्ली, 28 जुलाई, 2015

का.आ. 1539.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 अगस्त, 2015 को उस तारीख

के रूप में नियत करती है, जिनको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध बिहार राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:—

क्रम सं०	राजस्व ग्राम का नाम/क्षेत्र	हदवस्त सं० /थाना सं०	तहसील/तालुक	जिला
1.	काँटी कसवा	63	काँटी	मुजफ्फरपुर

[सं. एस-38013/85/2015-एसएस 1]

अजय मलिक, अवर सचिव

New Delhi, the 28th July, 2015

S.O. 1539.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 2015 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Bihar namely:—

Sl. No.	Name of the Revenue Village	Had Bast No./Thana No.	Tehsil/ Taluk	District
1.	Kanti Kaswa	63	Kanti	Muzaf-farpur

[No. S-38013/85/2015-SS I]

AJAY MALIK, Under Secy.

नई दिल्ली, 28 जुलाई, 2015

का.आ. 1540.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नर्मदा मालवा ग्रामीण बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध 1 में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट संदर्भ संख्या (82/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28/07/2015 प्राप्त हुआ था।

[सं. एल-12011/46/2011-आईआर(बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 28th July, 2015

S.O.1540—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.82/2011) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between

the management of Narmada Malwa Gramin Bank and their workmen, received by the Central Government on 28/07/2015.

[No. L-12011/46/2011 IR(B-1)]
SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/82/2011

General Secretary,
Dainik Vetan Bhogi Karmchari
Sangathan, F-1, Tripti Vihar,
Opp. Engg. College,
Ujjain

Workman/Union

Versus

The Chairman,
Narmada Malwa Gramin Bank,
Head Office, New Palasia,
Indore.

Management

AWARD

Passed on this 6th day of July 2015

1. As per letter dated 14-9-2011 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section 10 of I.D. Act, 1947 as per Notification No. L-12011/46/2011-IR(B-1). The dispute under reference relates to:

"Whether the action of the management of Narmada Malwa Gramin Bank, Indore in terminating the services of Shri Mohamad Firdaus Sheikh *w.e.f.* 15-12-09 is legal and justified? To what relief the workman/Union is entitled?"

2. After receiving reference, notices were issued to the parties. Ist party workman filed statement of claim through General Secretary of Union. The case of Ist party workman is that he was appointed as permanent peon on wages Rs. 13/- from 01-11-88 by Branch Manager Shri Damle. He was working with devotion. There were no complaints about his working. The wages were increased time to time lastly Rs. 77.72 were paid. Wages were paid by the Branch manager, he was reimbursed of said amount by the Bank. In the vouchers his name were not appearing neither his signature were obtained on it. That since 01-11-88, he completed 240 days continuous service during each of the year. His services were terminated without notice from 1-12-09. The dispute was raised before ALC. The failure report was submitted by Conciliation Officer. The dispute has been referred.

3. Ist party workman reiterated that he had completed 240 days continuous service. He is covered as employee under Section 25B of ID Act. He was working with 2nd

party for 21 years. His services were terminated without notice. No retrenchment compensation is paid. Thereby 2nd party violated Section 25-F of ID Act. Principles of last come first go was not followed by 2nd party. 2nd party violated Section 25-G, N of ID Act. After termination of his service, 2nd party had engaged other persons in the Bank. Workman was not given opportunity of re-employment thereby 2nd party violated Section 25H of ID Act. On such ground, workman prays for his reinstatement with back wages with cost.

4. 2nd party filed Written Statement opposing claim of the workman case of 2nd party is that Ist party workman was engaged by K.G. Bank at Khargone branch on daily wages as casual labour in November 1988. Payment of wages was made by Branch Manager. He was getting reinstatement of said amount. Workman was not continuously engaged in the Bank. Workman was engaged as per exigency of work and wages were paid for such period. Other persons Dinesh Bhavsar, Jagrup Verma and Jagdish Chandra Chouhan engaged on daily wage basis were subsequently disengaged. Those persons raised Industrial dispute challenging their termination before Labour Commissioner, Indore. Said dispute was settled. The management agreed to identify permanent and consider all the persons for permanent recruitment with the due regard for the regularization of SC, ST candidats. On scrutiny 8 vacancies were found available out of which 4 posts were available for open category. The applications for filling those posts were called. Interview was held on 21-4-92, total 25% participated out of which 3 persons are SC category, 5 Candidates ST, 17 from general Category. The workman belongs to General category. He was placed at Sl. No. 7.

5. 2nd party reiterates that workman could not be absorbed against permanent vacancies. It is submitted that the workman was not continuously working. It was not possible for Branch Manager to withdraw amount in name of particular person. The persons were used to be engaged subject to availability of work. Branch Manager was withdrawing amount according to the working days. Ist party workman had not completed 240 days continuous service. It is denied that workman was continued on work till 15-12-09. That Ist party workman as not engaged in the Bank after 1994. Violation of provisions of Section 25-F, G, H is denied. Workman is not covered as employee under Section 25-B of ID Act.

6. 2nd party further contends that documents filed at P-4 to P-29 attendance register are denied. There is no procedure in Bank to maintain attendance register of daily wagers. His attendance register is not supposed to contain name of one person. As per letter dated 21-01-97, marked as P-13, it is admitted that Ist party has raised dispute with regard to permanent employment to him in 1996 during pendency of conciliation proceeding. Under

pressure of labour commissioner, the workman was engaged on daily wages from 21-01-97. Workman was immediately disengaged after failure report was submitted. 2nd party has admitted certain documents produced by Ist party workman along with his statement of claim. 2nd party submits that workman is not entitled to any relief.

7. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—

- | | | |
|------|---|-------------------------|
| (i) | Whether the action of the management of Narmada Malwa Gramin Bank, Indore in terminating the services of Shri Mohamad Firdaus Sheikh <i>w.e.f.</i> 15-12-09 is legal and justified? | In Negative |
| (ii) | If not, what relief the workman is entitled to?" | As per final .
order |

REASONS

8. Workman is challenging termination of his services for violation of Section 25-F, G, H of ID Act claiming that since 1.11.88, he was continuously working till 15.12.09. He completed more than 240 days during each of the year. His services are terminated without notice. No retrenchment compensation is paid to him. Management has denied material contentions of workman. It is reiterated that workman have not completed 240 days continuous service during any of the year. Workman was engaged as casual labour as per exigencies.

9. Workman filed affidavit of evidence in support of evidence workman says that he was appointed on daily wages as peon from 1.11.88 by branch Manager, Khargone. He was continuously working till 1996. His services were terminated. Workman had raised dispute before ALC, Bhopal. As per settlement before conciliation officer on 13.1.97, the workman was engaged by the management from January 1997. He was continuously working till 15.12.09. His services were terminated on 15.12.09 without notice. He was not paid retrenchment compensation. In his cross-examination, workman says he was working in Khargone branch from 11.11.88. The documents produced in the matter were supplied to him by General Manager. Workman denies that he did not work in the Bank after 1992. Workman explained that he was working in the Bank in June 96. The evidence of workman that as per settlement dated 13.1.97 before Conciliation Officer, he was reinstated in January 1997. He was working till 15.12.09 is not challenged in his cross-examination.

10. Management's witness Shri Ashok Kumar Patidar filed affidavit of his evidence. As per the evidence of management's witness workman was engaged by Nimar

Kshetriya Gramin Bank at Khargone branch temporarily on daily wages in 1988. Manager was paying wages to the workman, said amount was reimbursed to the Branch Manager. His evidence is further devoted that after the workman was disengaged, industrial dispute was raised before Labour Commissioner, Indore. The said dispute was settled. Management agreed to fill permanent vacancies and consider all such persons for permanent recruitment with due regard to the reservation for SC ST candidates. Workman was considered for permanent appointment. He belong to General Category. He was placed at Sl. No. 7. There were 4 post of General category. Workman could not be appointed. Workman challenged his non-selection in R/69/98. That workman had never completed 240 days working in any calendar year therefore workman was not entitled for permanent employment in 1992. After disengagement of workman in 1966, Labour Commissioner in conciliation proceeding, workman was engaged from 21.1.97. Labour Commissioner submitted failure report on 25.4.97 immediately workman was disengaged. Management's witness in his cross-examination says before engaging workman on work, permission of Managing Director was not taken. Documents are not filed in support of the affidavit about working days of the workman. Workman was not given appointment letter. His attendance register was not maintained. The Branch Manager was paying wages to the workman and he was reimbursed of said amount. In his further cross-examination, management witness says workman was not selected after his interview, however the witness of management admits workman was sent to Regional office for receiving cash under the authority letter. Workman was not served with notice, retrenchment compensation was not paid to him. He admits that signature of workman is not obtained on payment voucher.

11. The documentary evidence produced by parties needs to be considered. Exhibit W-34 is copy of Notification dated 3.4.06 about change of name of the Bank. Exhibit W-1 is admitted by 2nd party is application submitted by workman to ALC Bhopal, his working days are shown 1988-60 days, in 1989- 302 days, in 1990- 23 days, in 1991- 65 days, in 1992-81 days, in 1993-92 days, in 1994- 166 days, in 1995- 230 days, in 1996- 106 days in Head office and Khargone branch. The amount received by workman is shown Rs. 27,836.80 for total 1125 working days.

12. Learned counsel for 2nd party Shri Ashish Shrotri pointed out my attention that Exhibit W-30 is wrongly exhibited and the document should not be considered. Admitted document Exhibit W-2 is letter dated 21.2.97 sent by Chairman of the Bank to the Regional Office informing that workman was engaged on daily wages as per message dated 13.1.97. Said documents corroborates evidence of workman that he was engaged as per settlement dated 21.1.97. In Exhibit W-3 admitted by 2nd party, there is clear reference that settlement was arrived between parties before ALC, Bhopal on 30.1.97 that workman be engaged on daily

wages. Workman had complained that the settlement was not honestly implemented. Said letter was sent by workman on 27.8.98. Document Exhibit W-4 is letter sent by management to ALC dated 9.4.2010. Management has written that workman was engaged on daily wages. Documents Exhibit W-5 to W-8 are payment vouchers dated 9.9.09, 26.1.90, 10.12.09, 4.11.09 for amount of Rs. 897,743, 1252 & 1097/- Exhibit W-9 is copy of order of reference. Exhibit W-10 is reply submitted by 2nd party before ALC, Bhopal in the matter of claim of 20% bonus by workman opposing the claim. The documents Exhibit W-11 to W-24 are authority letter given in name of workman on various dates in 1989-90. Exhibit W-25 is payment voucher about payment of wages Rs. 72/- to the workman. Exhibit W-26 to 29, 31 are payment vouchers name of workman is not recorded. The evidence of management's witness is clear that in payment voucher, the name of workman was not written, Manager used to pay and reimburse from bank. Those documents supports evidence of workman that he was working in the Bank in the year 2009. Workman has produced certified copies of Notification dated 3.4.06 and payment vouchers produced in other reference. Exhibit W-35 is copy of service regulation. Those regulations authorizes appointment of temporary staff more than 90 days. The evidence on record shows that workman was working from November 88 to 96. After his services were terminated and dispute was raised, as per settlement, workman was engaged on daily wages in January 1997. Evidence of workman that he was working with 2nd party till year 2009 is supported by document Exhibit W-25 to W-29 & 31. Management's witness has also admitted in his cross-examination that he has not produced any document in support of his affidavit. No documents are produced about working days and payment of wages to the workman. As per evidence of management's witness, name of workman was not written in the payment voucher neither his signatures were obtained. Management's witness says that Attendance Register of workman was not maintained. In such circumstances, the workman cannot be expected to produce documents about his continuous working in the Bank. The evidence of workman is supported by document, onus is shifted on management to prove exact working days or break in his working. Said onus is not discharged by 2nd party therefore the evidence of workman deserves to be accepted. As per evidence of workman, he was working on daily wages with 2nd party from November 88 to 15.12.09. In R/69/98, workman had raised demand for regularization of his services. After said dispute was raised, the services of workman were terminated without notice. Termination of this Tribunal was not obtained for terminating services of workman though there is no specific pleading in statement of claim. The termination of service of workman during pendency of R/69/98 appears violation of Section 33 of ID Act. The evidence on record shows that workman is engaged on daily wages for years together. The claim of workman for regularization in R/69/98 is allowed

from the date of order of reference *i.e.* 2.4.98. R/69/98 is not decided in favour of the management as stated by management's witness in his affidavit of evidence.

13. Management's witness has admitted that workman was not paid retrenchment compensation, he was not served with notice therefore termination of service of workman is in violation of Section 25-F of ID Act. Therefore, I record my finding in Point No. 1 in negative.

14. Point No. 2- In view of my finding in Point No. 1 termination of services of workman is illegal, question remains for decision whether workman is entitled for reinstatement with back wages. The evidence on record shows workman is working on daily wages with 2nd party from 1.11.88 till termination of his services from 15.12.09 for almost 21 years. After disengagement of workman in 1996, he raised dispute. As per settlement dated 13.1.97, workman was engaged on daily wages from 21.1.97. The claim of workman for regularization in R/69/98 is upheld. During the long part of his life, workman was working with 2nd party on daily wages, his services are terminated in violation of Section 25-F of ID Act. Workman deserved to be reinstated in service. The claim of backwages, the evidence of workman is silent what he was doing after termination of his services, whether he is unemployed. Similarly management has not adduced any evidence that workman was in gainful employment after termination of his service. Both parties have not adduced evidence about gainful employment. Considering said aspect of evidence, reinstatement of workman with 50% back wages would be appropriate. Accordingly I record my finding in Point No. 2.

15. In the result, award is passed as under:—

- (1) The action of the management of Narmada Malwa Gramin Bank, Indore in terminating the services of Shri Mohamad Firdaus Sheikh *w.e.f.* 15.12.09 is not proper.
- (2) 2nd party is directed to reinstate workman with continuity of service with 50% back wages.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9% interest per annum from date of award till its realization.

R.B. PATLE, Presiding Officer

नई दिल्ली, 28 जुलाई, 2015

का.आ. 1541.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ इंदौर प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 79/99) को प्रकाशित करती है जो केन्द्रीय सरकार को 28/07/2015 को प्राप्त हुआ था।

[सं. एल.-12012/171/98-आई आर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 28th July, 2015

S.O. 1541.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 79/99) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Indore and their workmen, received by the Central Government on 28/07/2015.

[No. L-12012/171/98-IR(B-I)]
SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/79/99

General Secretary,
Daily Wages Bank Employees Association,
Hardev Niwas, 9, Sanswer Road,
Ujjain Workman/Union

Versus

Managing Director,
State Bank of Indore,
Head office, 5, Yeshwant Niwas Road,
Indore Management

AWARD

Passed on this 7th day of July 2015

1. As per letter dated 29-1-99 by the Government of India, Ministry of Labour New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-12012/171/98-IR(B-I). The dispute under reference relates to:

"Whether the action of the management of State Bank of Indore in terminating the services of Shri Rakesh Raikwar *w.e.f.* 8-12-97 is legal and justified? If not, to what relief the said workman is entitled?"

2. After receiving reference, notices were issued to the parties. Statement of claim is filed by General Secretary of Union on behalf of workman at Page 3/1 to 3/3. Case of Ist party is Harish and Virendra regular peon working in Freeganj branch, Ujjain were promoted as clerk. Mr. Nandkishore Gome was suffering from long illness. Shri Chandra Singh Tomar was promoted as clerk. The post of peon was lying vacant in the branch. Ist party workman was engaged as peon in said branch from 23-1-95 on wages Rs. 30/- per day. Ist party workman was doing work of cleaning, sweeping, dusting between 7.30 to 9 AM. After 9 AM till 5 PM, he was doing work of peon. He was working with devotion. He was supplying drinking water to the

staff members. He was taking different registers to the concerned tables, distribution of dak was done by him. The record about his working is available in the bank. He was paid wages for six days in a week. Branch Manager used to make payment, his services were terminated from 8-12-97 after workman had claimed bonus and regularization of his service. The workman submits that he had worked more than 240 days. He has completed one year continuous service provided under Section 25 B of ID Act. His services were terminated without notice, retrenchment compensation was not paid to him. 2nd party violated Section 25-F of ID Act, Para 507, 524 of Sastri Award. Workman also submits that he was not re-employed by the Bank. 2nd party violated Section 25-F of ID Act on such ground, workman prays for his reinstatement with backwages.

3. 2nd party filed Written Statement at Page 6/1 to 6/8 opposing claim of the workman. it is submitted that statement of claim is not properly verified. As such it cannot be accepted as statement of claim. General Secretary of the Union has not produced documents authorizing him to raise dispute. The reference is not tenable. Managing Director cannot be impleaded as party therefore reference is suffering from misjoinder of parties. 2nd party denied all material contentions of workman that he was appointed against vacant post after promotion of other peon. 2nd party denies that workman was appointed as peon against sanctioned post. It is denied that workman was working from 7.30 to 9 AM for cleaning, sweeping etc. work and 9 AM to 5 PM working as peon. Workman was not appointed after following selection process therefore workman was not allowed pay scale. 2nd party denies that workman was paid for Monday to Saturday in names of different persons. It is denied that workman was terminated when he raised demand for bonus and regularisation of his service. It is submitted that workman had not worked more than 240 days. Therefore notice of termination is not required. Workman is not entitled for bonus. Workman is not entitled for retrenchment compensation. It is denied that termination of workman is in violation of Section 25-F, H of ID Act. Workman is not entitled to any relief.

4. Ist party workman submitted rejoinder at Page 9 reiterating his contentions in statement of claim.

5. Considering pleading on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—

- | | |
|---|--------------------|
| (i) Whether the action of the management of State Bank of Indore in terminating the services of Shri Rakesh Raikwar <i>w.e.f.</i> 8.12.97 is legal and justified? | In Negative |
| (ii) If not, what relief the workman is entitled to?" | As per final order |

REASONS

6. Workman is challenging termination of his service for violation of Section 25-F, H of ID Act. Workman filed affidavit of his evidence supporting his contentions in statement of claim. Workman has stated that he was engaged on daily wages on 23.1.95. He was paid Rs. 30/- per day. He was working in the Bank from 7.30 AM doing sweeping etc. work. After 9 AM, he was doing various work of peons. On 7.12.96, he had claimed bonus. He accepted the membership of Union. His services were terminated from 8.12.97 without notice. In his cross-examination, workman says he had participated in conciliation proceeding. The order of reference shows his name is party to the dispute. Therefore objection raised by 2nd party that Union Secretary has no locus cannot be said vital as workman himself was party to the conciliation proceeding and in reference order, his name is included.

7. In his further cross-examination workman says the Bank employees are appointed as per the rules. He was not given appointment letter. He admits that he was paid wages for the work he was engaged. He was engaged as per exigencies. Affidavit dated 18.10.97 was referred to the witness, it is marked Exhibit W-2. In cross-examination of workman, it was not challenged that he worked more than 240 days by 2nd party.

8. Management filed affidavit of its witness Shri Yogesh Chouvan. The affidavit of witness of management is in nature of denial of contentions of workman about his working and completed service more than 240 days is denied by the witness. In his cross-examination, management's witness says during 1995 to 1997, he was not working at Ujjair. He had not received information about Ist party workman from Branch Manager working in 95—97. He was not produced documents alongwith affidavit. Rather the management's witness claims that he had seen documents in the file. He was unable to tell how many post of peon were sanctioned in Freenganj branch. He claims ignorance about promotion of Shri Harish and Virendra from peon to clerk. He also claims ignorance about illness of other peon Kishore who was working in his place. The area of the building of the bank is 5000 sq. ft. Process was followed before engaging workman, management has no knowledge. Workman was not paid retrenchment compensation. Termination notice was not issued to him. The evidence of workman about completing 240 days continuous service preceding his termination remained unchallenged. The evidence of management's witness shows that he has no personal knowledge of any of the matter. He had not even discussed matter with Branch Manager working at relevant time. If the evidence of both parties is looked into, the evidence of Ist party workman is cogent and reliable than evidence of management's witness. From evidence of workman, it is clear that he completed more than 240 days preceding 12 months of his termination. His services were

terminated without notice, retrenchment compensation was not paid to him. Thus termination of service of workman is illegal for violation of Section 25-F of ID Act. Therefore I record my finding in Point No. 1 in Negative.

9. Point No. 2—In view of finding in Point No. 1, termination of workman is illegal question remains for decision is whether workman is entitled for reinstatement with backwages. On the point, learned counsel for 2nd party relies on ratio held in—

Case of Mahboob Deepak *versus* Nager Panchayat, Gajraula and another reported in 2008(I) SCC 575. Their Lordship dealing with point held regularization not sustainable. Having regard to the fact that he had completed 240 days of work and required compliance with the provisions of Section 6 N of UN Industrial Disputes Act, the workmen should be granted adequate monetary compensation. Compensation of Rs. 50,000 was allowed.

In present case, workman was working 2nd party from 23-1-95. His services were orally terminated without notice on 8-12-97.

Workman was working about 2 years with 2nd party. Compensation Rs. 60,000/- would be reasonable.

In case of Bharat Sanchar Nigam Ltd *versus* Mansingh reported in 2012 (132) FLR 500. Their Lordship dealing with termination in violation of Section 25-F of ID Act allowed compensation Rs. 2 Lakh set aside the order of reinstatement observing that daily wage does not hold post and not a permanent employee.

In above cited case, the order of reinstatement was set-aside and compensation was awarded. In present case, considering 1st party workman worked about 2 years, compensation Rs. 60,000 would be appropriate. The copies of award submitted by Shri R. Nagwanshi Union Representative in R/180/00, R/4/07 & 105/03. Each case needs to be decided on evidence adduced by parties. The award are not binding president. In my view, compensation Rs. 60,000 would be appropriate. Accordingly I record my finding in Point No. 2.

10. In the result, award is passed as under:—

- (1) The action of the management of State Bank of Indore in terminating the services of Shri Rakesh Raikwar *w.e.f.* 8-12-97 is not proper.
- (2) 2nd party is directed to pay compensation Rs. 60,000 to the workman.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9% interest per annum from the date of award till its realization.

R.B. PATLE, Presiding Officer

नई दिल्ली, 28 जुलाई, 2015

कांआ 1542.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ त्रावनकोर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अरूनाकुलम के पंचाट संदर्भ संख्या (15/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 28/07/2015 को प्राप्त हुआ था।

[सं एल-12012/78/2008-आई आर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 28th July, 2015

S.O. 1542.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the Award (Ref. 15/2009) of the Ernakulam as shown in the Annexure in the Industrial dispute between the management of State Bank of Travancore and their workman, received by the Central Government on 28/07/2015.

[No. L-12012/78/2008-IR(B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri. D. Sreevallabhan, B.Sc. LL.B,
Presiding Officer

(Friday the 30th day of March, 2012/10th Chaithram,
1934)

I.D. 15/2009

Workman : Shri V. Purushothaman Potti,
Sree Illom, SRP Market P.O.,
Karunagapally,
Distt. Kollam (Kerala).
By Adv. Shri. M.V. Ashim

Management : The Managing Director,
State bank of Travencore,
Head Office, Poojappura,
Thiruvananthapuram

By Adv. Shri P. Ramakrishnan

This case coming up in Adalat on 30.03.2012, this Tribunal-cum-Labour Court on the same day passed the following:

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act, 1947.

2. The reference is:

"Whether the action of the management of State Bank of Travancore in imposing punishment of discharging Shri. V.N. Purushothaman Potti *w.e.f.* 31.03.2008, is legal and justified? To what relief the concerned workman is entitled?"

3. When the matter came up for evidence learned counsel for both sides submitted that there is chance for settlement and thereby the case was taken up in the Lok Adalat. A full and final settlement was arrived at in the Lok Adalat. Hence an award can be passed in terms of the settlement.

In the result an award is passed in terms of the settlement which forms part of the award.

The award will come into force one month after its publication in the Official Gazette.

D. SREEVALLABHAN, Presiding Officer

APPENDIX—NIL

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

ID 15/2009

The matter was taken up in Lok Adalat and the parties agreed to settle the dispute on the following terms:—

The above Industrial dispute has been raised by Shri V.N. Purushothaman Potti disputing the punishment of discharge imposed on him *w.e.f.* 08.01.2001. The matter was taken up in Lok Adalat and after a series of negotiations the parties have decided to settle the dispute on the following terms.

1. Shri Purushothaman Potti agrees to accept the punishments imposed on him *vide* order No. DGM (1)/DPS/290 dated 08.01.2001.
2. In view of acceptance of punishment management has agreed to pay Pensionary benefits payable to Shri V.N. Purushothaman Potti at full rate with arrears of Pension from the date of his termination.
3. The management agrees to pay Gratuity payable to Shri Purushothaman Potti *i.e.*, Rs. 66,984/- (Rupees Sixty six thousand nine hundred and eighty four only) to him with 10% interest.
4. Shri Purushothaman Potti admits that he has received Provident Fund benefits payable to him as per PF Rules.
5. The management further agrees to sanction Pension commutation benefits to Shri Purushothaman Potti upon submission of Medical Certificate from Competent Authority. Apart from the receipt of the above mentioned

benefits Shri Purushothaman Potti will not have any claim for employment or any other monetary claims against the management.

Agreeing to the above terms both parties have agreed this Memorandum of settlement.

Dated this the 30th day of March, 2012.

Worker: Sd/-

Counsel of Union: Sd/-

Management: Sd/-

Counsel for Management: Sd/-

Sd/-

Mediator

नई दिल्ली, 28 जुलाई, 2015

का.आ. 1543.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार निमार क्षेत्रीय ग्रामीण बैंक के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 69/98) को प्रकाशित करती है जो केन्द्रीय सरकार को 28/07/2015 को प्राप्त हुआ था।

[सं एल-12012/189/97-आई आर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 28th July, 2015

S.O. 1543.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 69/98) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the management of Nimar Kshetriya Gramin Bank and their workmen, received by the Central Government on 28/07/2015.

[No. L-12012/189/97-IR(B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/69/98

Shri Jagdish Rokade,
Legal Advisor,

Nimar Kshetriya Gramin Bank workers Organisation,
Khargone (MP)

.....Workman

Versus

Chairman,
Nimar Kshetriya Gramin Bank,
Ratan Nagar Colony,
Khargone (MP)

....Management

AWARD

Passed on this 6th day of July, 2015

1. As per letter dated 2-3/4/98 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-12012/189/97-IR(B-I). The dispute under reference relates to:

"Whether the action of the management of Nimar Kshetriya Gramin Bank (merged in Narmada Malwa Gramin Bank) in not regularizing Shri Firdos Shekh is justified? If not, to what relief the workman is entitled for?"

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 9/1 to 9/4. Case of workman is that he was engaged as part time messenger in Niwad Chatriya Gramin Bank. Khargaon from October, 1988. He was appointed as peon, he started working from 1-11-88 as daily wage employee. He was discharging his duties occasionally. After his appointment, he was working in head office and branch office of 2nd party from 1-11-88. He had submitted number of applications for his regularization. No reply was received from 2nd party. He was continuously working on the post of labour on daily wages for period of 8 years. 2nd party has not regularised his services. As per letter dated 10-4-92, he appeared for interview for regularization on the post of messenger. However he was not regularised inspite of vacant post in head office and the branch offices.

3. Workman reiterates that he was performing duty of messenger on daily wages regularly, honestly since 1-11-88 while performing his duties as daily wage messenger, workman was receiving salary according to rules that workman has worked on the post of 4th grade on 12-8-88, he submitted application for regularization by RPAD alongwith documents. Copy of said application was also submitted in Head office. It was acknowledged by Head office on 27-8-98. There was no adverse remark against him during his entire service tenure. Workman undertook to perform his duty regularly to the best of his efficiency. That he is married, having wife and a son of 2 year age, younger sister and one brother are dependent on him. he is only earning member in the family. On such ground, workman prays for regularization of his service.

4. 2nd party filed Written Statement opposing claim of the workman. 2nd party submits that workman was engaged on daily wages as casual labour. The payment was incurred by Manager and get its reimbursement from Bank. Ist party was not in continuous employment of the Bank. Workman was engaged on daily wages as per exigencies of work. He was not appointed following procedure for appointment. That daily wagger has not right to the post. The engagement of daily water is subject to availability of work. He may be provided work on next day if work is

available. Workman was not obliged to report on duty next day as his engagement used to be for a particular day. Regular appointments are required to be made according to the rules. Workman is not entitled for regularisation of his service. 2nd party has referred to ratio held in case of Umadevi reported in 2006(4) SCC-1 emphasizing that appointment in violation of rules cannot be regularised. There is no fundamental right to persons employed on daily wages temporarily on contract basis. If it is contractual appointment, it comes to end at end of the contract. The engagement on daily wages or casual basis, it comes to end when discontinued. The temporary employee could not claim permanency after expiring of its term. In pursuance of ratio held in Umadevi's case, workman is not entitled to any relief. On assuming Ist party worked for 240 days in a calendar year preceding his non-engagement, he is not entitled to any relief.

5. 2nd party did not dispute contents of Para-1, 2 of Statement of claim. 2nd party denied that workman was appointed on post of peon and he was in regular bank service. It is reiterated that workman was engaged on daily wages. He was not in regular employment of the Bank. In pursuant of settlement dated 8-2-92, Ist party workman was called for interview allowing him charge of permanent appointment in the bank. Out of 8 post, 2 post were reserved for SC ST each, 4 posts were filled from General candidates. Ist party workman was at Sl. No. 6 of the merit list. There were only 4 posts for General candidates, workman could not be appointed. Workman has no right for regularization. It is claimed that workman was paid salary for the post of messenger. Whenever workman was engaged on daily wages, he was paid the wages. He did not worked on post of 4th grade neither salary of said post was paid to him. Workman is not entitled to any relief.

6. Workman submitted rejoinder contending that Written Statement filed by 2nd party is baseless.

7. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—

- | | | |
|------|---|---------------------|
| (i) | Whether the action of the management of Nimar Kshetriya Gramin Bank (merged in Narmada Malwa Gramin Bank) in not regularizing Shri Firdos Shekh is justified? | In Negative |
| (ii) | If not, what relief the workman is entitled to?" | As per final order. |

REASONS

8. As per terms of reference, denial of regularization to the workman is in dispute. Workman filed affidavit of

his evidence in support of his claim. In his affidavit of evidence, workman has stated that from 1-11-88 till August 96, he was engaged as permanent peon. After he raised dispute, he was terminated from service. As per directions given by ALC in conciliation proceeding, he was again engaged as Badli peon from 13-1-97. He was paid wages in cash by Branch Manager. He was getting its reimbursement from the Bank. The dispute regarding termination of his service is raised for which R/69/98 is registered. 2nd party Bank is renamed as Narmada Malwa Gramin Bank, his services were terminated without notice on 15-12-09. He was not served with notice, retrenchment compensation was not paid to him in his cross-examination, workman says on his application, he was called for interview on 10-4-92. It is specifically written in his statement of claim, he attended the interview, 5 persons were interviewed with him. Shri Jagnu Verma and 5 other person are appointed. He did not recollect other's name. Evidence of workman about his engagement from 1-11-86 to August, 96 after he raised the dispute, he was again employed in service from 13-1-97. His services were terminated without notice on 15-12-09 remained unchallenged. His evidence that he was not paid retrenchment compensation also remained unchallenged.

9. Management filed affidavit of witness Shri Ashok Patidar. Management's witness in his affidavit says that workman was engaged purely as casual labour. He was not in continuous employment of the Bank. That Dinesh Bhavsar, Jagrup Verma and Jagdish Chandra Chouhan working on part time basis raised dispute before Labour Commissioner, Indore. The dispute was settled between parties. Vank agreed to identify and consider those persons for permanent recruitment with due regard to the reservation for SC/ST candidates. In said settlement, Bank invited vacancies of part time messengers, interviews were held on 21-4-92. 25 persons participated, out of which 3 were SC, 5 ST and 17 candidates of General Category. Workman was also called for interview. He belongs to General Category. Ist party workman was placed at Sl.No. 7 of the select list. As vacancies of permanent appointment were not available, workman could not be engaged. The affidavit of management's witness is further devoted that engagement of workman on daily wages ended at end of the day. The appointments are to be made according to the rules. The candidates found suitable were given appointment. Principles of last come first go could not be applied. In his cross-examination, management's witness says he is working in the Bank from 1985. Presently he works in HRD department at Indore. Ist party workman worked for some days in the branch. His affidavit is prepared as per record. However any document related to workman is not produced. Workman was engaged as casual labour for cleaning/sweeping work. The selection process was not followed before his appointment. Appointment letter was not given to him. Workman was

paid wages by Branch Manager. The amount was reimbursed to the Branch Manager earlier the Bank was known as Nimar Regional Bank. Name of workman was not written about payment of wages. Any document is not maintained w.r.t. engagement of casual labours. No permission for engaging casual labours is required. The vouchers Exhibit W-7 to W-13 are admitted by the witness of the management. Workman was not paid retrenchment compensation, notice of termination was not issued to him.

10. Turning to the documents produced on record, Exhibit W-1 is application submitted by workman dated 8-10-90 narrating the details including his Registration No. in Employment Exchange office, his education 8th standard pass. Exhibit W-2 is also his application dated 10-10-91 claiming posting as messenger. He has stated that he was working continuously from Nov.-88 to Jan-89, February 89 to June 99 at Khangone branch as per exigencies. Exhibit W-3 is application submitted by workman for post of part time messenger narrating same working period. Exhibit W-4 is interview call given to the workman. He was called for interview on 21-4-92. Exhibit W-5 is letter issued by management dated 4-4-92 that the workman was directed to produce documents about his educational qualification, caste certificate at the time of interview. Exhibit W-6 is application submitted by workman. His working days in Head office from 1988 to 1996 are shown 500 days, at Khargone branch for 625 days total 1125 days. In the year 1989, he had worked for 302 days, in 1995 for 230 days, during rest of the year his working days are shown 166 days and less than it. The workman was interviewed on 21-4-92 still he was engaged on daily wages in the year 1996.

11. Documents produced by management Exhibit M-1 is list of candidates participating in the interview. The name of Ist party workman is appearing at Sl.No. 36 under the Head candidates working since 1985 to 1987. In Exhibit M-2 select list name of workman is appearing at Sl.No. 46. His date of birth is shown 28-6-65, educational qualification 11th pass in open category, the marks secured is 161. In Exhibit M-3, list of General Candidates, name of workman is appearing at Sl.No. 7. In evidence of management's witness in cross-examination shown that workman worked with the Bank as casual labour time to time for sweeping work. The selection process was not followed is contrary to the documents Exhibit M-1 to M-3. When workman was called for interview for absorbing on the post of messenger, any documents are not produced for how many vacant post the selection process was carried. The evidence of management's witness that selection process was carried for 8 post, 2 post each is reserved for SC, ST and 4 posts for general category, no document is produced on record. Exhibit W-7 is copy of W-6. Number of working days shown are similar. Exhibit W-8 is letter given by President of the Bank dated 21-1-

97. Information was received that workman was working on daily wages from 13-1-97. Said information was submitted to the Regional Manager of Bank. Exhibit W-9 is application submitted by workman on 8-7-13 alleging violation of the settlement. Exhibit W-10 is copy of failure report submitted by ALC to Government on 25-4-97. Exhibit W-11 is copy of order of reference. W-12 is copy of notification issued by Central Government on 3-4-06. Payment vouchers Exhibit W-13 shows workman was paid Rs. 897/- On 29-9-09. When workman has participated in selection process, he was interviewed, he stood at Sl.BNo. 7 of open category. The evidence of management's witness is silent what was reference of that select list, no evidence is adduced about vacant post which were to be filled. Evidence of management's witness for post of open category is not supported by any document. Even after workman was interviewed in 1992, if he was not found suitable still he was continued on daily wages till 1996 and again from 1997 to 2009. If evidence is carefully appreciated, it is clear that workman was kept on daily wages for year together. Unfair labour practice under Schedule V, Item 10 provivides—

"To employ workmen as badlis, casuals or temporaries

and to continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen."

12. 2nd party has not pleaded or adduced evidence about vacant post after 1992 and the appointments made after 1992 to 1996. The evidence clearly make out act of continuing Ist party workman as temporary is unfair labour practice. Said act of 2nd party is not justified. For above reasons, I record my finding in Point No. 1 in Negative.

13. Point No. 2—In view of my finding in Point No. 1 act of 2nd party continuing workman temporary for years together is illegal. However the evidence on record shows during pendency of present reference, the service of Ist party workman were terminated in 2009. The workman has raised dispute bearing No. 82/2011. Accordingly I record my finding in Point No. 2.

14. In the result, award is passed as under:—

- (1) The action of the management of Nimar Kshetriya Gramin Bank (merged in Narmada Malwa Gramin Bank) in not regularizing Shri Firdos Shekh is not proper and legal.
- (2) Workman is entitled for regularization from date of order of reference i.e. 2-4-98. Parties to bear their costs.

R.B. PATLE, Presiding Officer